

Theya Prakashini Kanagaratnam
2316 Lakeshore Ave #16
Oakland, CA 94606



FILED

SEP 25 2023

U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA**

In re
THEYA PRAKASHINI KANAGARATNAM

Case No. 23-40702 CN 13
(Chapter 13)

Petitioner/Debtor.

Additional Response to Trustee Martha G. Bronitsky, #127583, Chapter 13, Motion To Dismiss:

TO THE HONORABLE CHARLES NOVACK AND ALL PARTIES OF INTEREST

Please take notice of the following and exhibits therein:

1. Petitioner is Not shifting the burden of proof. It is understandable Trustee is not aware of all the background work and effort Petitioner has put into for almost a year now to get these so-called creditors to adequately prove their claims while complying with long standing law and well-established principles of commerce. These so-called creditors have failed to comply while attempting to steal Petitioner's home, her only roof-over-her head and make her homeless and this is what has brought Petitioner to this point of filing for Bankruptcy.
2. Petitioner has numerous times demanded that U.S. Bank and Selene Finance (Collectively First Mortgage) to verify the alleged Debt (Exhibit A) and to provide the Bi-lateral wet-ink contract signed by Petitioner and the "so-called" creditor. To date, none of them have provided that for Petitioner's examination in violation of both state and federal consumer protection disclosure laws. A deprivation of the petitioner's inherent intangible right to honest services.
3. Petitioner has numerous times demanded that Citibank and CENLAR (Collectively HELOC) to verify the alleged Debt (Exhibit B) and to provide the Bi-lateral wet-ink contract signed by Petitioner and the "so-called" creditor. To date, none of them have provided that for Petitioner's examination in violation of both state and federal consumer protection disclosure laws. A deprivation of the petitioner's inherent intangible right to honest services.

4. Petitioner further demanded these "so-called" creditors further established the Entire chain of agency, from inception of the note up to the current alleged holder. They have failed to do so as required by law. Chain of Title was broken, Note and the Deed of Trust were bifurcated, and lien positions were not perfected. They are not real party of interest to demand any payments from Petitioner.
5. Even in the face of so-called First Mortgage Creditors failing to prove standing and prove any delivery of "lawful money" , Petitioner has already discharged the alleged debts in a medium of exchange of "like kind" (Exhibit C) and written letters demanding the Release, Satisfaction and Reconveyance of both, the Mortgage Note and Mortgage Lien Security to be filed without delay, and originals with wet-ink signed be returned to her as they are her properties (Exhibit D).
6. Even in the face of so-called HELOC Creditors failing to prove standing and prove any delivery of "lawful money" , Petitioner has already has already discharged the alleged debts in a medium of exchange of "like kind" (Exhibit E) and written letters demanding the Release, Satisfaction and Reconveyance of both, the Mortgage Note and Mortgage Lien Security to be filed without delay, and originals with wet-ink signed be returned to her as they are her properties (Exhibit F).
7. While Trustee has failed to properly perform her duties by vetting and scrutinizing these alleged creditors, Petitioner has been continuously putting in tremendous efforts demanding that these "so-called "creditors proved their claim even after she had discharged these " alleged debts" as well as one again informing them they have discharged in a medium of exchange of "like kind" (Exhibit G).
8. In the meantime, the so-called HELOC Creditor has continuously violated bankruptcy protection laws by continuously sending monthly payment demands (Exhibit H). Their representative Tiffany Bosco Sale's Arm National Default Servicing Corporation has on two different occasions scheduled to steal Petitioner's home while she has been under Bankruptcy Protection (Exhibit I). This blatant violation has rippling effects as Petitioner has been nonstop bombarded with estate agents and others contacting her by phone, e-mail, regular mail and even coming to her residence in person to see if she wants to sell the property disturbing the living conditions of hers and that of her neighbors.
9. The so-called First Mortgage Creditors (U.S. Bank and Selene Finance) had zero evidence recorded in the County Registrar's Office in Alameda County proving any of their claims until Petitioner repeatedly demanded them that they proved their alleged Debt and pressured them to discharge the alleged debt after tendering a Bill of exchange. Only then have they attempted to reverse engineer and cover up their actions by recording two deed of Trusts on April 5, 2023 (Exhibit J). Throughout the long history of this loan, the Chain Title has been broken long ago and Bifurcation has Occurred. This loan was put in Inactive status in MERS long ago, and there were no assignments recorded in the Alameda county recorder's office for a very long time. However, while Petitioner was under Bankruptcy Protection, they have appointed a Trustee on June 22, 2023 (Exhibit K) violating Bankruptcy Protection laws. Petitioner even noticed Trustee Corps beforehand regarding this situation (Exhibit L).

From the beginning of the BK filing, Petitioner has challenged the so-called creditors. Again to date, these so-called creditors have failed to prove standing as a proper holder of the alleged obligation. They have failed to show proof; therefore, the obvious conclusion is that no instrument exists wherein Petitioner has an obligation to these so-called creditors.

So Petitioner is not shifting the Burden of Proof but the Petitioner is confused as to why the Trustee's has failed to properly vet these so-called "creditors" with the same level of scrutiny as the Petitioner yet demanding for payments from Petitioner to pay these unproven debts and something Petitioner has already discharged with like kind legal tender instruments.

It's under these circumstances Trustee is asking Petitioner to pay \$600 in lawful money when there is none in current general circulation, thus trying to impose upon Petitioner to do that which is impossible, thus reducing Petitioner to involuntary servitude of Sweat Equity and energy evidenced by the gross receipts of worthless securities (bills, notes, checks, etc,) and attempting to get Petitioner who did not earn any taxable Income in the last 2-3 years that required her to file a federal tax form even though Petitioner has never worked in a federal territorial jurisdiction of the IRS.

Again, Petitioner has already discharged these alleged debts even in the face of these so-called creditors having failed to prove their standing or any delivery of "lawful" money in the first place. Therefore, Petitioner asks that Trustee performs her duties and demands that these so-called creditors show adequate standing of their claims.

I declare under penalty of perjury under the laws of the United States of America that the foregoing statements are true, correct and complete under my current understanding and not meant to mislead anyone so help me Almighty God.

DATED: 25 September 2023

Respectfully Presented,

By: 
Theya Prakashini Kanagaratnam

EXHIBIT A

2316 Lakeshore Avenue, Unit #16
Oakland, CA 94606

January 18, 2023

Selene Finance LP
Attn: Accounting Department / Robert Lay or Current CFO
3501 Olympus Blvd.; Suite 500
Dallas, TX 75019

Upon educating myself further on how the Monetary Construct, Bondage of law, Uniform Commercial Code have been used to encapsulate the population as bonded surety under the color-of-law, I have serious concerns and questions regarding the recent statement for Account Number: 2005026956 dated January 03, 2023 which is not a true bill, verified claim, or invoice, where you claim that I owe you money for THEYA KANAGARATNAM's debt in the amount of \$289,574.47.

Therefore, I am now requesting for you to send certified proof that you have the Jurisdiction and Authority to send me, Theya Kanagaratnam, the General Executor and Beneficiary of the THEYA KANAGARATNAM, ESTATE AND TRUST anything at my address? I am NOT this THEYA KANAGARATNAM TRUST that owes any debt to you.

I am the General Executor, Beneficiary, Principal, and Administrator of the THEYA KANAGARATNAM ESTATE and ALL CONSTRUCTIVE TRUSTS, WITHOUT RECOURSE; non-surety; non-adversarial; non-divergent; non-combatant party; Not an enemy (ENEMY) of the STATE pursuant to 40 Stat 411, Section 7(e) and 50 USC §4305 (b) (2); I am a Private Banker/Creditor/ National Bank under definition of Law. I hold and am the Power of Attorney General; General Executorship; Administrator, and Beneficiary of the THEYA KANAGARATNAM, ESTATE and all Constructive TRUSTS, legal fictions, and am in possession of your recent voluntary submission of your non-evidentiary document addressed to the THEYA KANAGARATNAM ESTATE consisting of possible mail fraud. All offers are accepted for honor pursuant to 40 Stat 411, Section 7(e) and 50 USC §4305 (b) (2).

Selene Finance LP, must herein provide the original contract and a true and certified copy of the complete audit trail, all allonges, and assignments of said account; furthermore, in order for me, Theya Kanagaratnam, General Executor, to validate your claimed and alleged claimed debt, please provide verification through audit certification of debt entry in accordance with DAC and IFRS in accordance with GAAP, General Accepted Accounting Principles; Basal 3, Banking principals and accounting; and the UNITED NATIONS accord (UNCITRAL) convention Bills of Exchange and Promissory Note Treaty Law that was legally adopted by the United States in 1989 as money and payment of all debts.

Please do NOT send anything to my address in the name of this THEYA KANAGARATNAM Legal Fiction ESTATE PERSON or any durative of this Legal Fiction PERSON as this is NOT me. I will no longer accept this THEYA KANAGARATNAM PERSON's MAIL sent to me at my place of living pursuant to the UPU Treaty Law and the UPU United States Post Office Postal regulations manual.

I require a verified and certified copy of your FR 1099 for the current year and your FR 2046 balance sheet as they relate to the claimed original "loan" or "debt" you claim I owe you. I will also need the original signed contract under penalty of perjury of my wet Blue Inked signed bilateral credit agreement contract which is the only establishment of my debt with you.

As far as I know nor can remember, there is no legal and binding bilateral contract signed by me and you in blue ink that is between you and myself establishing any debt or loan with you or your corporate company. I will also need you to provide a verified and certified copy of your **tax registration certificate or whomever you inherited this from or the one you claim to represent**, so I might be able to verify your alleged and presumed claim and that you paid taxes on this contract debt as you claim.

If your claim is valid, I intend to pay you the entire balance with a valid and legal Security NOTE Draft and/or Bill of Exchange Bank Business Instrument money and U.S. Currency mailed to you within 10 working days after you lawfully and legally validate your alleged claim against me.

Should you fail to substantiate and validate your claim, please settle, set off and recoup by balancing your Credit and Debit bookkeeping books Ledgers of this account immediately within the next 30 days with my funding signature which you know creates money for payment as the General Executor and Beneficiary of the THEYA KANAGARATNAM ESTATE and TRUST that are under a Legal Fiction STRAWMAN REDEMPTION ACCOUNT ESTATE/TRUST and Government Human Collateral patent.

Sincerely,

Signature: BY

Theya Kanagaratnam

By Theya Kanagaratnam, Jus soli, **General Executor and Beneficiary** of the Government Legal Fiction THEYA KANAGARATNAM, ESTATE and Constructive TRUST, **WITHOUT RECOURSE. All offers are accepted for honor pursuant to 40 Stat 411, Section 7(e) and 50 USC §4305 (b) (2).**

CC: Deandre Garland, Customer Service
National Default Servicing Corporation

JURAT

state of California)
County of Alameda) ss

Sworn to (or affirmed) and subscribed before me on this 18th day of January 2023 by Theya Kanagaratnam, proved to me on the basis of satisfactory evidence to be one of the people who appeared before me and executed the forgoing instrument for the purpose stated therein and acknowledged that said execution was by his free act and deed.

[Signature] Signature of Notary Public,
My commission expires 11/13/2024 SEAL



Therefore, I require proof of the chain of secured ownership from the original alleged lender/creditor to the alleged current lender/creditor.

Pursuant to "Subtitle E Mortgage Servicing" of the Dodd-Frank Wall Street Reform and Consumer Protection Act and pursuant to 12 U.S.C. Section 2605(e)(1)(A) and Reg. X Section 3500.21(e)(1), please provide:

1. A full, double sided, certified "true and accurate" copy of the original promissory note and security instrument, audit trail, all allonges and assignments of the security instrument.
2. Full name, address and telephone number of the actual entity that funded the transaction.
3. Pursuant to the Truth In-Lending Act § 131(f)(2) and 15 U.S.C. § 1641 (f): Please provide the name, address and telephone number of the owner(s) of the mortgage and the master servicer of the mortgage.
4. Full name of Trust where the Note Number is trading, or has traded, and the identifying Series of Certificates. *(Note: If the note number is being traded in a Fannie Mae Trust or Freddie Mac Trust, please provide all information to identify the Trust (i.e. Fannie Mae Pool Number, CUSIP Number, REMIC or SMBS Trust Number and Trust Class/Tranche).*
5. Full name, address, and telephone number of the Trustee.
6. Full name, address, and telephone number of the Custodian of my original Promissory Note, including the name, address and telephone number of any trustee or other fiduciary. This request is being made pursuant to Section 1641(f)(2) of the Truth In Lending Act.
7. The MERS Milestone Report, if the note number and security instrument was tracked by Mortgage Electronic Registration Systems. I want to see the audit trail of the alleged transfer in ownership and alleged transfer in security interest.
8. Verification through audit certification of debt entry in accordance with **DAC and IFRS** in accordance with **GAAP, General Accepted Accounting Principles; Basal 3, Banking principals and accounting;** and the **UNITED NATIONS** accord (**UNCITRAL**) convention Bills of Exchange and Promissory Note Treaty Law that was legally adopted by the United States in 1989 as money and payment of all debts.
9. Verified and certified copy of your **FR 1099** for the current year and your **FR 2046** balance sheet as they relate to the claimed original "loan" or "debt."
10. A complete and itemized statement of the escrow for this account, if any, from the date of the note origination to the date of your response to this letter.

PLEASE TAKE NOTICE; you should be advised that within five (5) days you must send me a letter stating that you received this letter. after that time, you have thirty (30) days to fully respond as per the time frame mandated by Congress, in "Subtitle 'E' Mortgage Servicing" of the "Dodd-Frank Wall Street Reform and Consumer Protection Act and pursuant to 12 U.S.C. Section 2605(e)(1)(A) and Reg. X Section 3500.21(e)(1).

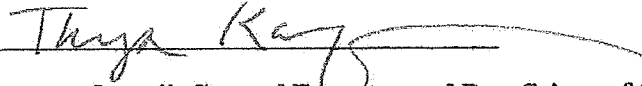
PLEASE TAKE FURTHER NOTICE; you should be advised that Violations of this Section provide for statutory damages of up to \$4,000 and reasonable legal fees. The amendments also clearly provide that the new notice rules are enforceable by private right of action.

Should you fail to substantiate and validate your claim, please settle, set off and recoup by balancing your Credit and Debit bookkeeping books Ledgers of this account immediately within the next 30 days with my funding signature which you know creates money for payment as the General Executor and Beneficiary of the THEYA KANAGARATNAM ESTATE and TRUST that are under a Legal Fiction STRAWMAN REDEMPTION ACCOUNT ESTATE/TRUST and Government Human Collateral patent.

Thank you for taking the time to acknowledge and answer this request as required by Real Estate Settlement and Procedures Act section (2605(e)).

Very truly yours,

Signature: BY



By Theya Kanagaratnam, Jus soli, **General Executor and Beneficiary** of the Government Legal Fiction THEYA KANAGARATNAM, ESTATE and Constructive TRUST, **WITHOUT RECOURSE. All offers are accepted for honor pursuant to 40 Stat 411, Section 7(e) and 50 USC §4305 (b) (2).**

EXHIBIT B

THEYA KANAGARATNAM
2316 Lakeshore Avenue, #16
Oakland, CA 94606

February 17, 2023

Stephen Gozdan (CFO) / D. James Daras (CEO),
HEAD OF THE DOMESTIC/FOREIGN COLLECTIONS DEBT PAYOFF DEPARATMENT
AUTHORIZED EMPLOYEE/REPRESENTATVIC AGENT, INVESTOR TRUST, OWNER, OR
SERVICER
CENLAR FSB
425 Phillips Blvd.;
Ewing, NJ 08618

RE: LEGAL NOTICE, Not a Letter

This notice is to inform you once again, the Customer Service calls from 1-800-242-7178 still persist to this day as I continue to receive calls on a daily basis with nobody on the other side but a pre-recorded message asking me to hold until one of your agents comes online. And most often than not, the calls get disconnected. I find this action as nonstop harassment as it continues to this day even more than a month after I have tendered two forms legal payments in the amount of \$71, 000 for full settlement and even after serving you with my court filing for you to do so. Notice to Agent is Notice to Principal Owner under the Law of Agency.

To re-iterate, as you know, DEBT ACCOUNT #s: 4774041794 (CENLAR), 106091318334000, 113042500045000 and 9222173156 have been paid off with your agent accepted Bill of Exchange on December 21, 2022 and a second Payment of New Credit Agreement on January 9, 2023 in the amount of \$71,000.00, the equivalent to money and representative of money under your Banking Business Instruments law.

I have paid as a set off, discharge, and extinguishment with full settlement and to balance your two accounting books account ledgers to a zero balance for your claimed debt account numbers, Original Mortgage NOTE and Mortgage Security Payoff with Account Closure and Recoupment., under the Terms and Conditions of the New Credit Agreement Security NOTE Bank Draft and Bill of Exchange Instruments as accepted by your Authorized Agent for this debt Discharge per UCC 3-604, 3-501, and 3-603 and for debt release and satisfaction of this claimed debt.

This final payoff voided and nullified your claimed debt when a new bilateral contract counter-claim NOTE was accepted by your legal representative Agent under U.C.C law, Bank Association Contract Banking Business Law that is legal and binding as a discharge of said debt under authority of Public Law 73-10, UCC3-104(c), Banking Business Law, Spencer v Serling Bank, 63 Cal Ap. 4th 1055(1998), Guaranty Trust Co. of New York v Henwood et al, 59 S.Ct.847, Bank One v. Robert Ward, (Sara Sue Fugate) et al, Florida Case # 2001 31518 CICI, 8

January 2003. PHYLLIS HORACE VS. LASALLE BANK NATIONAL ASSOCIATION, ET AL (2011), MINNESOTA LAW REVIEW, Journal of the State Bar Association, VOLUME XIV, MARCH, 1930, No. 4, THE PROMISSORY NOTE AS A SUBSTITUTE FOR MONEY By J.S. WATERMAN. Wells Fargo v Carigliano (2010), and Witkin Negotiable Instruments, Vol3 (2001 Supplement) on the undersigned UCC Contract Trust Account, and BLACKS Law Dictionary that all courts must abide by.


Furthermore, once again, I stress, as far as I know nor can remember, there is no legal and binding bilateral contract signed by me and you in wet ink, that is between you and myself, establishing any debt or loan with you or your corporate company. I must point out this violates simple contract law. In order for a contract to be valid, there needs to be an offeror and offeree, both signatures need to be on the contract; lack thereof makes it a null and void contract.

Your continued failure to take right action and your Customer Service Department's non-stop calling from Phone # : 1-800-242-7178 on a daily basis even after I tendered two forms of legal payments to cover the total pay off amount and any additional fees have yet again now forced me to send this notice to you even after you have been served the court papers I have filed in Alameda County, California seeking proper remedy.

For details of the full remedy I seek, please refer to the court papers that have been served to you.

ANY Further ATTEMPT to harass me through nonstop phone calls from your 1-800-242-7178 Customer Service OR duress insistently forced upon me, in any way will open offending party(s) up to a \$10,000.00 per hour if I am forced to attend after today, and any other legal action appropriate will be commenced.

Sincerely,



Without Recourse, Theya Kanagaratnam, Executor, Administrator, Beneficiary, and Principal of the THEYA KANAGARATNAM ESTATE/TRUST, GOVERNMENT created LEGAL FICTION COMMERCIAL ENTITY. All offers are accepted for honor pursuant to 40 Stat 411, Section 7(e); 50 USC 4305(b)(2).

EXHIBIT C

2316 Lakeshore Avenue, Unit #16
Oakland, CA 94606

January 30, 2023

Selene Finance LP
Attn: Mortgage Payoff Department / Robert Lay or Current CFO
3501 Olympus Blvd., Suite 500
Dallas, TX 75019


Enclosed, please find following:

1. Negotiable Bill of Exchange Payment – (BA – Time Draft) Bank Business Instrument in the amount of \$ 294,000.00 to Payoff my property located at 2316 Lakeshore Avenue #16, Oakland, CA 94606.
2. Letter of Advice with instructions.
3. A certified copy of my UCC1 & UCC3 filing.

This officially payoffs and extinguishes the alleged debt on my property; therefore, please properly and timely record satisfaction/release of the alleged debt in Alameda County, California Official Records and send me a copy.

Sincerely,

Signature: BY


By Theya Kanagaratnam, Jus/soli, **General Executor and Beneficiary** of the Government Legal Fiction THEYA KANAGARATNAM, ESTATE and Constructive TRUST, **WITHOUT RECOURSE. All offers are accepted for honor pursuant to 40 Stat 411, Section 7(e) and 50 USC §4305 (b) (2).**

\$294,000.00

CERTIFIED 

\$294,000.00

BILL OF EXCHANGE
Bill of Acceptance – Time Draft
CERTIFIED AND NEGOTIABLE

THEYA KANAGARATNAM Secured Party/Drawee

16 January 2023

2316 Lakeshore Avenue, Unit #16
Oakland, CA 94606

To Secretary of the Treasury, Department of the Treasury – Ledger #0000937

On or by 30 January 2023 Credit the account of CITIMortgage Inc, Successor by merger to ABN AMRO, Quicken Loans, MERS,
or Selene Finance, LP Network #063-0723179, 2005026956, MIN:100039033123590196, 3312359019

(TWO HUNDRED NINETY FOUR THOUSAND UNITED STATES OF AMERICA CURRENCY) \$294,000.00


Personal Direct Treasury (UCC Contract) 0000937 Account # RE 075 083 485 US

The obligation of the Drawee (acceptor). Secretary of the Treasury, through the Bailee (Authorized Agent) of Claimant's financial Institution hereof arises out of want of consideration for the pledge and by the redemption of the pledge under Public Resolution HJR-192, now Public Law 73-10, and 59 S. Ct. 847 (FN3), represented by the attached claim Accepted for Value and consideration and bearing account number 063-0723179, 2005026956, MIN:100039033123590196, 3312359019.

This claim document is hereby surrendered as said pledge IS Redeemed (Discharged/Extinguished) by the drawee through the attached document of acceptance for value and exempt from levy. The Claimant's financial Institution is to accept this bill, sign, and process directly via Certified or Registered Mail, Return Receipt to the Secretary of the Treasury – Department of the Treasury. Unless the original Negotiable Bank Instrument is dishonored in writing within fifteen (15) calendar days of receipt by the Secretary of the Treasury, Claimant's financial institution is to release the credit to the payee within the time period specified by Regulation "Z", Truth in Lending Act or on the date designated, whichever is later.


The amount of this accepted draft is to be credited by Claimant's financial Institution to the designated account and the discharge/extinguishment of this claim fifteen (15) calendar days after receipt by the Federal Window (Regulation Z). This Draft Bank Instrument includes all current fees, principal, and interest.

NOTICE: The law relating to Principal and Agent applies.

By: 
(Bailee's signature (authorized Bank/Trust Agent))

Accepted at (Dallas, Texas) Dated 16 January 2023.

Document Copies have been filed with the DTB


Drawer, Secured Party, Beneficiary, Creditor
WITHOUT RECOURSE/NON-ASSUMPTED

\$294,000.00

\$294,000.00

CERTIFIED

LETTER OF ADVICE
NOT SUBJECT TO NEGOTIABILITY – ACCEPTANCE FOR VALUE

Re: Account No. 063-0723179, 2005026956, MIN:100039033123590196, 3312359019

Attn: CITIMortgage Inc, Successor by merger to ABN AMRO, Quicken Loans, MERS,
or Selene Finance, LP

3501 Olympus Blvd., Suite 500
Dallas, TX 75019

THEYA KANAGARATNAM
Secured Party/Drawee/Beneficiary/Creditor
2316 Lakeshore Avenue, Unit #16
Oakland, CA 94606

Re: Notice – Processing of Bill of Exchange (BA-Time Draft) Bank Business Instrument

30 January 2023

I am in receipt of the attached offer requesting payment. Enclosed please find the Negotiable Bill of Exchange – (BA-Time Draft) Bank Business Instrument of which your processing of which will discharge and extinguish the entire current amount including Attorney and other fees that is stated on the claim herein accepted for value. This Negotiable Bank Business Instrument is presented under authority of Public Law 73-10; UCC 3-104(c); Banking Business Law Title 12 USC 24 Seventh; *Spencer v Sterling Bank*, 63 Cal App. 4th 1055 (1998); *Guaranty Trust Co. of New York v Henwood et al*, 59 S.Ct. 847; *PHYLLIS HORACE VS. LASALLE BANK NATIONAL ASSOCIATION, ET AL* (2011); *MINNESOTA LAW REVIEW*, Journal of the State Bar Association, VOLUME XIV, MARCH, 1930, No. 4; *THE PROMISSORY NOTE AS A SUBSTITUTE FOR MONEY* By J. S. WATERMAN*; *Wells Fargo v Carigliano* (2010); and *Witkin Negotiable Instruments*, Vol 3 (2001 Supplement) on the undersigned's UCC Contract Trust Account. Following are the steps required to settle this amount. This is not a Treasury/Bond Account.

1. The enclosed Negotiable Bank Business Instrument is hereby properly presented to Debt Servicer to pay Owner. The following process must be followed to the letter in order to satisfy the claimed amount due, interest, and fees on this account which you are obligated/required by law to do; to discharge and extinguish this debt; balance of both debit and credit bank accounting bookkeeping books ledgers under GAAP to a zero balance; to issue full recoupment; and to report this debt payoff to the credit Bureaus as a positive Paid as Agreed on all credit reports.
2. My Personal Direct Treasury Trust (UCC Contract) Account has been set up at the Department of the Treasury and may only be accessed with my approval through the bank account of the Claimant directly to the Secretary of the Treasury. The original Negotiable Instrument must be presented by Claimant's financial institution via Certified or Registered Mail directly to the Secretary of the Treasury – Department of the Treasury Bank (Federal Window), 1500 Pennsylvania Ave. NW, WASHINGTON, D.C. 20220, Attn: Janet Yellen.
3. The Item Processor at Claimant's financial institution, with full identification and Bailee (Authorized Agent) signature, is to present the original Negotiable Instrument along with the Instruction Notice and the stamped Claim to the Secretary of the Treasury – Department of the Treasury Bank at the above address.
4. Claimant's financial institution is to retain the document copies and request that a copy of the Return Receipt from the Federal Window be supplied to them noting the date the original Negotiable Instrument was received at the Federal Window in accordance with the Domestic Public and Banking Policy Statutes. For out of state transactions the UCC and Banking Codes stipulate fifteen (15) days.
5. The copy of the Negotiable Instrument is to be held at the financial institution until the required period for the Federal Window, Regulation J and Federal Reserve, Reg. Z –truth in Lending, 12 USC 226 I et seq the Order/Property has passed. Then the full-face amount of the Negotiable Instrument is automatically released by the local financial institution for credit to Claimant's account and discharge/extinguishment of claim.
6. If the Secretary of the Treasury (Drawee) sends notice in writing of some error or problem with or without explanation of all deficiencies, please notify the undersigned immediately upon receipt of such Notice and the matter will be addressed with the Department of the Treasury Bank and the Federal Window. You will be noticed of the corrective action taken.
7. I hereby request that you notify the undersigned when the required time period for the Federal Window and the Federal Reserve under Regulation J and Regulation Z have transpired and the account has been adjusted with positive Paid As Agreed Credit Bureau reporting.

Thank you for your corporation in getting this account settled and the claim discharged/extinguished/released.


THEYA KANAGARATNAM Secured Party/Beneficiary/Creditor

Certified

KANAGARATNAM, THEYA
2316 LAKESHORE AVENUE, UNIT # 16
OAKLAND, CA 94606
USA

UCC-11 Form

Mailing Information:

FILER INFORMATION (optional)

Full name: **THEYA KANAGARATNAM**

Phone: **510-356-5776**

SEND ACKNOWLEDGEMENT TO:

Contact Name: **KANAGARATNAM, THEYA**

Street #1: **2316 LAKESHORE AVENUE, UNIT # 16**

City, State Zip: **OAKLAND, CA 94606**

Country: **USA**

Request Information:

Certified Copy**Request Method: Filing Number(s)**

202396590170

202396653370

Ucc11 Search Option:

ALL

Only Search Records After the Date:

202396590170

January 17, 2023

A TRUE COPY ATTEST

WILLIAM FRANCIS GALVIN, SECRETARY OF THE COMMONWEALTH

DATE: 01/23/2023

CLERK: [Signature]

MA SOC Filing Number: 202396590170 REG. 01/17/2023 8:45:00 AM

UCC-1 Form

FILER INFORMATION

Full name: THEYA KANAGARATNAM

Email Contact at Filer: THEYAK101@YAHOO.COM

SEND ACKNOWLEDGEMENT TO

Contact name:

Mailing Address: 2316 LAKESHORE AVENUE, UNIT #16

City, State Zip Country: OAKLAND, CA 94606 USA

DEBTOR INFORMATION

Org. Name: THEYA KANAGARATNAM, ESTATE

Mailing Address: 2930 DOMINGO AVENUE #1025

City, State Zip Country: BERKELEY, CA 94705 USA

SECURED PARTY INFORMATION

Last Name (i.e. Family Name or Surname): KANAGARATNAM First Name: THEYA

Mailing Address: 2316 LAKESHORE AVENUE, #16

City, State Zip Country: OAKLAND, CA 94606 USA

TRANSACTION TYPE: TRANSMITTING UTILITY
ALTERNATIVE DESIGNATION: BAILEE-BAILOR
COLLATERAL IS HELD IN A TRUST

COLLATERAL

DEBTOR OF RECORD, THEYA KANAGARATNAM, IS NOW REGISTERING INTO THE COMMERCIAL DOMESTIC PUBLIC FOR THE FOR PAYOFF, DISCHARGE, EXTINGUISHMENT OF CURRENT AMOUNT OF CLAIMED DEBT, RECOUPMENT, AND SETTING UP MY PERSONAL DIRECT TREASURY TRUST (UCC CONTRACT) ACCOUNT AT THE DEPARTMENT OF THE TREASURY UNDER REGULATION J, FEDERAL RESERVE, REG. Z - TRUTH IN LENDING, 12 USC 226 I ET SEQ AS A NATIONAL UCCI ACCOUNT REGISTERED PRIVATE BANKER WITH PRIVATE BANKER # [REDACTED] PURSUANT TO 31 USC §5312(2)(C); A NEW CREDIT AGREEMENT DEBT LIEN PAYOFF CONTRACT SECURITY NOTE DRAFT BANK INSTRUMENT SERIAL NUMBER [REDACTED] WITH \$294,000.00; AND A BILL OF EXCHANGE BANK INSTRUMENT TO BE PAID TO ABN AMRO, QUICKEN LOANS, MERS, SELENE FINANCE LP, OR U.S. BANK TRUST NATIONAL ASSOCIATION, OWNER WITH THE INTENTION TO EXTINGUISH CLAIMED DEBT NOTE, DEBT RECORDED SECURITY, STATE OR IRS CLAIMED TAXES, BACK CHILD SUPPORT, ALL CREDIT APPLICATIONS, AND ALL ALLEGED AND PRESUMED PERSONAL, BANK, LENDER, OR FINANCIAL LOANS OR DEBTS. THE REGISTERED BILL OF EXCHANGE - (BA-TIME DRAFT) BANK INSTRUMENT, AND NEW CREDIT AGREEMENT DEBT LIEN PAYOFF CONTRACT SECURITY NOTE DRAFT BANK BUSINESS INSTRUMENTS USED AS FRN MONEY NOW HOLDS A DEPARTMENT OF THE TREASURY - PERSONAL DIRECT TREASURY (UCC CONTRACT) LEDGER # [REDACTED] WITH ACCOUNT # R [REDACTED] US, THE PROCESSING OF WHICH SHALL DISCHARGE AND EXTINGUISH THE ENTIRE CURRENT DEBT AMOUNT STATED ON ANY CLAIM HEREIN ACCEPTED FOR CONSIDERATION VALUE BY LAW. THESE NEGOTIABLE BANK INSTRUMENTS ARE PRESENTED UNDER AUTHORITY OF PUBLIC LAW 73-10, CHAPTER 48 SECTIONS 112, 113, UCC3-104(c), TITLE 3 U.S.C. §604, 18 USC §8, SPENCER V STERLING BANK, 63 CAL 4P. 4TH 1055(1998), GUARANTY TRUST CO. OF NEW YORK V HENWOOD ET AL, 59 S.Ct.847, PHYLLIS HORACE VS. LASALLE BANK NATIONAL ASSOCIATION, ET AL (2011), WELLS FARGO V CARIGLIANO (2010), HIGHLAND CAPITAL MGMT. V. SCHNEIDER; IS TO BE PAID AS AN ACCOUNT AND SECURITY OBLIGATION OF THE UNITED STATES, UNICRAL CONVENTION ON BILLS OF EXCHANGE AND PROMISSORY NOTES, AND WITKIN NEGOTIABLE INSTRUMENTS, VOL 3 (2001 SUPPLEMENT) ON THIS FILED UCC CONTRACT TRUST ACCOUNT. THIS IS NOT A TREASURY/BOND ACCOUNT. ABN AMRO, QUICKEN LOANS, MERS, SELENE FINANCE LP, OR U.S. BANK TRUST NATIONAL ASSOCIATION HAS NEVER FILED A UCCI TO ACCEPT OR VERIFY ANY DEBT AS REQUIRED BY LAW, CODE, AND STATUTES. I AM THE SECURED PARTY, BENEFICIARY, TRANSMITTING UTILITY, BAILEE/BAILOR, CREATOR, CREDITOR, AND PRINCIPAL OF CLAIMED DEBT PURSUANT TO LAW, POLICY, AND LEGAL DEFINITIONS. ALL OFFERS ARE ACCEPTED FOR HONOR PURSUANT TO 40 STAT §411, SECTION 7(E), 50 USC §4305(b)(2), FEDERAL RESERVE ACT §§16 AND 18, "TITLE 12 USC §24, SEVENTH BANKING BUSINESS LAWS."

202396653370

9:03 am

A TRUE COPY ATTEST

WILLIAM FRANCIS GALVIN, SECRETARY OF THE COMMONWEALTH

DATE: 01/23/2023

CLERK

MA SOC Filing Number: 202396653370 Date: 1/10/2023 8:52:00 AM

UCC-3 Form - AMENDMENT

AMENDMENT ACTION - COLLATERAL ASSIGN

Original File Number: 202396590170

FILER INFORMATION

Full name: THEYA KANAGARATNAM

Email Contact at Filer: THEYAK101@YAHOO.COM

SEND ACKNOWLEDGEMENT TO

Contact name:

Mailing Address: 2316 LAKESHORE AVENUE, UNIT 16

City, State Zip Country: OAKLAND, CA 94606 USA

NAME OF THE SECURED PARTY OF RECORD AUTHORIZING THE AMENDMENT:

CUSTOMER REFERENCE: MORTGAGE NOTE AND MORTGAGE DEBT LIEN CONTRACT PROPERTY SATISFACTION/RELEASE

COLLATERAL

DEBTOR OF RECORD, THEYA KANAGARATNAM, HEREIN ENTERS INTO THE COMMERCIAL REGISTRY DOMESTIC PUBLIC RECORDS PER SEC RULES THE FOLLOWING: REGISTERED PRIVATE BANKER WITH PRIVATE BANKER # [REDACTED] PURSUANT TO 31 USC §5312(2)(C); A NEW CREDIT AGREEMENT DEBT LIEN PAYOFF CONTRACT SECURITY NOTE DRAFT BANK BUSINESS INSTRUMENT SERIAL NUMBER 0002671714 WITH \$294,000.00; AND BILL OF EXCHANGE BANK INSTRUMENT TO BE PAID TO CITIMORTGAGE INC - SUCCESSOR BY MERGER TO ABN AMRO, QUICKEN LOANS, MERS, SELENE FINANCE LP, OR U.S. BANK TRUST NATIONAL ASSOCIATION OWNER WITH THE INTENTION TO EXTINGUISH ANY CLAIMED DEBT NOTE, DEBT RECORDED SECURITY, STATE OR IRS CLAIMED TAXES, AUTOMOBILE LOAN, ANY TYPE DEBT OR LOAN, AND/OR CREDIT APPLICATION OR CREDIT CARD IN THE BANKING BUSINESS 1) ITEMS OF CONTRACT PROPERTY: ASSIGNED: ACCEPTED FOR CONSIDERATION VALUE; EXEMPTED FROM LEVY: 2) NEGOTIABLE FINANCIAL SECURITY NOTE PROPERTY, SERIAL # [REDACTED] FACE VALUE \$ \$294,000.00 DATED 16 JANUARY 2023 PAYEE CITIMORTGAGE INC - SUCCESSOR BY MERGER TO ABN AMRO, QUICKEN LOANS, MERS, SELENE FINANCE LP, OR U.S. BANK TRUST NATIONAL ASSOCIATION; MAKER THEYA KANAGARATNAM, DRAWEE CITIMORTGAGE INC, SUCCESSOR BY MERGER TO ABN AMRO, QUICKEN LOANS, MERS, SELENE FINANCE LP, OR U.S. BANK TRUST NATIONAL ASSOCIATION; U.S. TREASURY ACCOUNT [REDACTED] IS DISBURSEMENT OF REDEMPTION FUNDS ASSETS TRANSFER INTO PAYEE BANK DEBT ACCOUNT NUMBER [REDACTED], [REDACTED] MIN: [REDACTED] AND [REDACTED] TO BE PAID BY THE ACCOUNT AND SECURITY OBLIGATION OF THE UNITED STATES VIA 18 USC §8 TO BE DISBURSED AS CASH OR CREDIT TO THE BANK AS PROPERTY OF ONE OF THE AMERICAN "PEOPLE OF THE UNITED STATES" PER HJR 192 (PUBLIC LAW 73-10, CHAPTER 48 §112 AND §113) DEBT OR ASSESSED TAX ACCOUNT BEING PAID, SET OFF, SETTLED, CANCELLED, WITH RECOUPMENT WITH CLOSURE OF CLAIMED DEBT OR ASSESSED TAX ACCOUNT NUMBER [REDACTED], [REDACTED] MIN: [REDACTED] AND [REDACTED] THROUGH THE UNITED STATES TREASURY ALIEN PROPERTY CUSTODIAN FOR DISCHARGE, PAYMENT, OR CREDIT AS A SECURITY OBLIGATION AND ACCOUNT OF THE UNITED STATES WITHOUT USING A CHECK CLEARINGHOUSE. MAKER IS A TRANSMITTING UTILITY, BAILEE/BAILOR, THIRD PARTY OF INTEREST, SECURED PARTY, CREDITOR, PRINCIPAL, AND BENEFICIARY PURSUANT TO LAW, POLICY, AND LEGAL DEFINITIONS. ALL OFFERS ARE ACCEPTED FOR HONOR PURSUANT TO 40 STAT §411, SECTION 7(e) AND 50 USC §4305(b)(2).

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Latest Update

Your item has been delivered to an agent for final delivery in COPPELL, TX 75019 on February 6, 2023 at 4:15 pm.

Delivered to Agent

Delivered to Agent for Final Delivery

COPPELL, TX 75019

February 6, 2023, 4:15 pm

Out for Delivery

COPPELL, TX 75019

February 6, 2023, 12:01 pm

Arrived at Post Office

COPPELL, TX 75019

February 6, 2023, 11:50 am

Departed USPS Facility

COPPELL, TX 75099

February 5, 2023, 11:35 pm

Arrived at USPS Facility

COPPELL, TX 75099

February 5, 2023, 11:35 pm

Departed USPS Facility

SAN FRANCISCO, CA 94188

January 31, 2023, 11:55 pm

Arrived at USPS Regional Origin Facility
SAN FRANCISCO CA DISTRIBUTION CENTER
January 31, 2023, 4:41 am

Departed USPS Facility
OAKLAND, CA 94615
January 30, 2023, 9:27 pm

Arrived at USPS Facility
OAKLAND, CA 94615
January 30, 2023, 9:05 pm

Arrived at USPS Origin Facility
OAKLAND, CA 94610
January 30, 2023, 5:49 pm

USPS in possession of item
OAKLAND, CA 94610
January 30, 2023, 11:55 am

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What Do USPS Tracking Statuses Mean? (<https://faq.usps.com/s/article/Where-is-my-package>)

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FAQs

EXHIBIT D

THEYA KANAGARATNAM
2316 Lakeshore Avenue, #16
Oakland, CA 94606

February 16, 2023

ROBERT LAY – CFO or JOSEPHA A PENSABENE = CEO,
HEAD OF THE DOMESTIC/FOREIGN COLLECTIONS DEBT PAYOFF DEPARATMENT
AUTHORIZED EMPLOYEE/REPRESENTATVIC AGENT, INVESTOR TRUST, OWNER, OR
SERVICER,
Selene Finance LP
3501 Olympus Blvd., Suite 500
Dallas, TX 75019

RE: LEGAL NOTICE, Not a Letter

DEBT ACCOUNT #: 063-0723179, 2005026956 (Selene Finance LP), 3312359019, MIN:
100039033123590196 has been paid off with your accepted Bill of Exchange in the amount of
\$294,000.00, the equivalent to money and representative of money under your Banking Business
Instruments law.

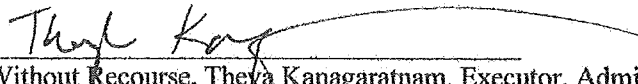
As you know, I have paid as a set off, discharge, and extinguishment with full settlement,
account closure, and to balance your two accounting books account ledgers to a zero balance for
your claimed debt account numbers, Original Mortgage NOTE and Mortgage Security Payoff
with Recoupment and Account Closure., under the Terms and Conditions of your accepted Bill
of Exchange Instrument as accepted by your Authorized Agent for this debt Discharge per UCC
3-604, 3-501, and 3-603 and debt extinguishment which you legally agreed for a debt release and
satisfaction of this claimed debt.

Your Authorized Agent's acceptance of the Bill of Exchange on February 6, 2023 to be paid to
owner. Please collect the full payoff at the U.S. Treasury Federal Reserve Window, Regulation
J and Federal Reserve Reg Z -truth in Lending, as instructed in the Letter of Advice.
Pursuant to 40 Stat 411, Section 7(e), 50 USC 4305(b)(2), 18 USC 8 is the obligation of the
UNITED STATES to pay, 8 STAT 80, and Bank Business law under the Bill of Exchange Bank
Business Instrument pursuant to Article 3-604 and Banking Business law. The enclosed positive
evidence of your authorized agent acceptance is payoff to you Selene Finance LP, CITIMortgage
Inc, Successor by merger to ABN AMRO, Quicken Loans, MERS OR U.S. Bank Trust National

ANY ATTEMPT in any way to harass, falsely report, foreclose, repossess, or otherwise damage me of this **alleged, unverifiable-fake debt**, in any way will also open offending party(s) up to a lawsuit for Slander of Title, \$10,000.00 per hour for each communication occurrence, communication, lawsuit, litigation, or court hearing will be charged to you if I am forced to attend after today, and any other legal action appropriate will be commenced.

I now request that you send me proof of payoff as I have paid the alleged debt, item: Original Mortgage NOTE and Mortgage Security Payoff with Recoupment and Account Closure, as of date of acceptance, with Pay off, full settlement, discharge and ledgers balance with closure of your claimed debt. I now also request you send me my personal original wet inked signed documents (NOTE and Debt Lien Securities) (Contracts) that are my personal and private property. Send within 20 days of this presentment under law. All offers are accepted for honor pursuant to 40 Stat 411, Section 7(e)50 USC 4305(b)(2)

Sincerely,


Without Recourse, Theya Kanagaratnam, Executor, Administrator, Beneficiary, and Principal of the THEYA KANAGARATNAM ESTATE/TRUST, GOVERNMENT created LEGAL FICTION COMMERCIAL ENTITY. All offers are accepted for honor pursuant to 40 Stat 411, Section 7(e); 50 USC 4305(b)(2).

THEYA KANAGARATNAM
2316 Lakeshore Avenue, #16
Oakland, CA 94606

April 18, 2023

ROBERT LAY – CFO / JOSEPHA A PENSABENE - CEO,
LAKEITA PARKER/ JESSE JACKSON
AUTHORIZED EMPLOYEE/REPRESENTATIVE AGENT, INVESTOR TRUST, OWNER, OR
SERVICER,
Selene Finance LP
3501 Olympus Blvd., Suite 500
Dallas, TX 75019

RE: LEGAL NOTICE, Not a Letter

Notice to Agent is Notice to Principal and Notice to Principal is Notice to Agent.

DEBT ACCOUNT #: 2005026956 (Selene Finance LP), 063-0723179 (Original ABN-AMRO #), 3312359019 (Quicken), MIN: 100039033123590196 has been paid off with your authorized agent accepted Bill of Exchange on February 6, 2023 in the amount of \$294,000.00, the equivalent to money and representative of money under your Banking Business Instruments law.

I shall also point out, I am in receipt of your package dated on March 24, 2023; however, your inability and unwillingness to stipulate that:

- a) A wet inked signed bilateral credit agreement contract which is the only establishment of my debt with you. Pursuant of U.C.C. - ARTICLE 3 -§3-501 (b) 2 (1), I am entitled to demand presentation of the negotiable instrument. This is required to establish your right of enforcement as Holder in Due Course via a chain of assignment as evidenced by the Note or Allonge. Claiming to be the “the holder in due course” as a statement is insufficient proof of status. A photocopy of the documents is insufficient proof as it does not answer the question of who CURRENTLY is the rightful and lawful holder in Due Course.
- b) A Creditor of the Instrument as you can and have not provided in accordance with Generally Accepted Accounting Principles (GAAP) and Copy of the actual account whereby bank assay has occurred showing actual loss incurred of the alleged debt from your client.

You have violated the requirements of Truth In Lending Act (TILA), and by your actions provide prima facie evidence that you are attempting to collect money on the basis of fraud.

Nevertheless, I have tendered a negotiable instrument in the form of Bill of Exchange on February 6, 2023 in the amount of \$294,000.00 to discharge your alleged debt. Please note, UCC 3-603b Tender of Payment states:

(b) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates.

Unless you provide me with evidence of a defect from a qualified third party of my legal tender payment in the form of Bill of Exchange in the amount of \$294,000.00 that was received and accepted by your authorized agent on February 6, 2023, and allow me to cure if such a defect exists, I consider this matter settled and closed.

Therefore, I seek the following remedy:

1. Cancellation, Discharge and Account Closure of the Mortgage within 15 days;
2. Issue into county records the Cancellation, Release and Satisfaction of Mortgage Debt Lien Contract Security and return to me my personal original wet inked signed documents (NOTE and Debt Lien Securities) (Contracts) that are my personal and private property. within 15 days;
3. Full recoupment of all of my funds that were paid since closing until now within 15 days.

cc: US Bank – Mortgage Research / Specialized MBS Services
60 Livingston Avenue,
EP-MN-WS3D
St. Paul, MN 55107

Sincerely,

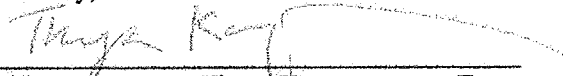

Without Recourse, Theya Kanagaratnam, Executor, Administrator, Beneficiary, and Principal of the THEYA KANAGARATNAM ESTATE/TRUST, GOVERNMENT created LEGAL FICTION COMMERCIAL ENTITY. All offers are accepted for honor pursuant to 40 Stat 411, Section 7(e); 50 USC 4305(b)(2).

EXHIBIT E

\$71,000.00

CERTIFIED

\$71,000.00

BILL OF EXCHANGE
Bill of Acceptance – Time Draft
CERTIFIED AND NEGOTIABLE

THEYA KANAGARATNAM Secured Party/Drawee
2316 LAKESHORE AVENUE, UNIT 16
OAKLAND, CA 94606

24 November 2022

To Secretary of the Treasury, Department of the Treasury – Ledger #0000134

On or by 13 December 2022 Credit the account of Citibank, N.A., OR CENLAR FSB
113042500045000, 9222173156, and 4774041794

Network #106091318334000,

(SEVENTY ONE THOUSAND UNITED STATES CURRENCY AND NO CENTS) \$71,000.00

Personal Direct Treasury (UCC Contract) 0000134 Account # RE 963 924 240 US

The obligation of the Drawee (acceptor). Secretary of the Treasury, through the Bailee (Authorized Agent) of Claimant's financial Institution hereof arises out of want of consideration for the pledge and by the redemption of the pledge under Public Resolution HJR-192, now Public Law 73-10, and 59 S. Ct. 847 (FN3), represented by the attached claim Accepted for Value and consideration and bearing account number 106091318334000, 113042500045000, 9222173156, and 4774041794.


This claim document is hereby surrendered as said pledge IS Redeemed (Discharged/Extinguished) by the drawee through the attached document of acceptance for value and exempt from levy. The Claimant's financial Institution is to accept this bill, sign, and process directly via Certified or Registered Mail, Return Receipt to the Secretary of the Treasury – Department of the Treasury. Unless the original Negotiable Bank Instrument is dishonored in writing within fifteen (15) calendar days of receipt by the Secretary of the Treasury, Claimant's financial institution is to release the credit to the payee within the time period specified by Regulation "Z", Truth in Lending Act or on the date designated, whichever is later. The amount of this accepted draft is to be credited by Claimant's financial Institution to the designated account and the discharge/extinguishment of this claim fifteen (15) calendar days after receipt by the Federal Window (Regulation Z). This Draft Bank Instrument includes all current fees, principal, and interest.

NOTICE: The law relating to Principal and Agent applies.

By: _____
(Bailee's signature (authorized Bank/Trust Agent))

Accepted at (Ewing, New Jersey) Dated 24 November 2022.

Document Copies have been filed with the DTB


Drawer, Secured Party, Beneficiary, Creditor
WITHOUT RECOURSE/NON-ASSUMPTED

\$71,000.00

\$71,000.00

LETTER OF ADVICE
NOT SUBJECT TO NEGOTIABILITY – ACCEPTANCE FOR VALUE

Re: Account No. 106091318334000, 113042500045000, 9222173156, and 4774041794

Attn: Citibank, N.A., OR CENLAR FSB
425 Phillips Blvd.
Ewing, NJ 08618

THEYA KANAGARATNAM

Secured Party/Drawee
2930 DOMINGO AVENUE #1025
BERKELEY, CA 94705
13 December 2022

Re: Notice – Processing of Bill of Exchange (BA-Time Draft)

I am in receipt of the attached offer requesting payment. Enclosed please find the Bill of Exchange – (BA-Time Draft) the processing of which will discharge and extinguish the entire current amount including Attorney and other fees that is stated on the claim herein accepted for value. This Negotiable Bank Instrument is presented under authority of Public Law 73-10, UCC 3-104(c), Banking Business Law, Spencer v Sterling Bank, 63 Cal App 4th 1055 (1998), Guaranty Trust Co. of New York v Henwood et al. 59 S.Ct. 847, PHYLLIS HORACE VS. LASALLE BANK NATIONAL ASSOCIATION, ET AL (2011), MINNESOTA LAW REVIEW, Journal of the State Bar Association, VOLUME XIV, MARCH, 1930, No. 4, THE PROMISSORY NOTE AS A SUBSTITUTE FOR MONEY By J. S. WATERMAN*, Wells Fargo v Carigliano (2010), and Within Negotiable Instruments, Vol 3 (2001 Supplement) on the undersigned's UCC Contract Trust Account. Following are the steps required to settle this amount. This is not a Treasury/Bond Account.

1. The enclosed Negotiable Bank Instrument is hereby presented and the following process must be followed to the letter in order to satisfy the claimed amount due, interest, and fees on this account and discharge and extinguishment of this debt.
2. My Personal Direct Treasury Trust (UCC Contract) Account has been set up at the Department of the Treasury and may only be accessed with my approval through the bank account of the Claimant directly to the Secretary of the Treasury. The original Negotiable Instrument must be presented by Claimant's financial institution via Certified or Registered Mail directly to the Secretary of the Treasury – Department of the Treasury Bank (Federal Window), 1500 Pennsylvania Ave. NW, WASHINGTON, D.C. 20220, Attn: Janet Yellen.
3. The Item Processor at Claimant's financial institution, with full identification and Bailee (Authorized Agent) signature, is to present the original Negotiable Instrument along with the Instruction Notice and the stamped Claim to the Secretary of the Treasury – Department of the Treasury Bank at the above address.
4. Claimant's financial institution is to retain the document copies and request that a copy of the Return Receipt from the Federal Window be supplied to them noting the date the original Negotiable Instrument was received at the Federal Window in accordance with Public and Banking Policy. For out of state transactions the UCC and Banking Codes stipulate fifteen (15) days.
5. The copy of the Negotiable Instrument is to be held at the financial institution until the required period for the Federal Window, Regulation J and Federal Reserve, Reg. Z – Truth in Lending, 12 USC 2261 et seq the Order/Property has passed. Then the full-face amount of the Negotiable Instrument is automatically released by the local financial institution for credit to Claimant's account and discharge/extinguishment of claim.
6. If the Secretary of the Treasury (Drawee) sends notice in writing of some error or problem with or without explanation of all deficiencies, please notify the undersigned immediately upon receipt of such Notice and the matter will be addressed with the Department of the Treasury Bank and the Federal Window. You will be noticed of the corrective action taken.
7. I hereby request that you notify the undersigned when the required time period for the Federal Window and the Federal Reserve under Regulation J and Regulation Z have transpired and the account has been adjusted with Credit Bureau reporting.

Thank you for your corporation in getting this account settled and the claim discharged/extinguished/released.

THEYA KANAGARATNAM Secured Party/Beneficiary/Creditor

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Tracking Number:

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Latest Update

Your item was delivered to the front desk, reception area, or mail room at 10:46 am on December 21, 2022 in TRENTON, NJ 08618.

Delivered

Delivered, Front Desk/Reception/Mail Room

TRENTON, NJ 08618

December 21, 2022, 10:46 am

Out for Delivery

TRENTON, NJ 08618

December 21, 2022, 7:26 am

Arrived at Post Office

TRENTON, NJ 08608

December 21, 2022, 7:15 am

Arrived at USPS Facility

TRENTON, NJ 08650

December 20, 2022, 11:56 pm

Departed USPS Facility

JAMAICA, NY 11430

December 19, 2022, 7:06 pm

Arrived at USPS Facility

JAMAICA, NY 11430

December 19, 2022, 4:40 pm

Departed USPS Facility

CHICAGO, IL 60699

December 16, 2022, 12:48 pm

Arrived at USPS Regional Facility

CHICAGO IL DISTRIBUTION CENTER

December 16, 2022, 7:40 am

Departed USPS Facility

SAN FRANCISCO, CA 94188

December 14, 2022, 12:41 am

Arrived at USPS Regional Origin Facility

SAN FRANCISCO CA DISTRIBUTION CENTER

December 13, 2022, 11:05 am

Departed USPS Facility

OAKLAND, CA 94615

December 12, 2022, 8:52 pm

Arrived at USPS Facility

OAKLAND, CA 94615

December 12, 2022, 8:35 pm

Arrived at USPS Origin Facility

OAKLAND, CA 94610

December 12, 2022, 6:17 pm

USPS in possession of item

OAKLAND, CA 94610

December 12, 2022, 3:30 pm

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Confirmation - We Received Your Request

RE963924240US

Your updates will be sent to:

theyak101@yahoo.com

When new tracking activity is available, you'll get notifications based on your selections.

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Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

TENDER FOR ALL DEBTS.
PUBLIC AND PRIVATE

CERTIFIED

NOTE DRAFT BANK INSTRUMENT No.: 000011714

This is a Time Draft order to pay bank instrument. Please credit Time Draft to accounts receivable. I request a cash receipt.

Financial Draft Bank Instrument Issued from:

CITY OF OAKLAND

state: of California AM/USA

DATE: 24 November 2022

SEC STATE Domestic Public Registered Security NOTE; Bank Verified; Registered Security No. 202294902660

AMOUNT: \$71,000.00

AMOUNT: SEVENTY ONE THOUSAND UNITED STATES

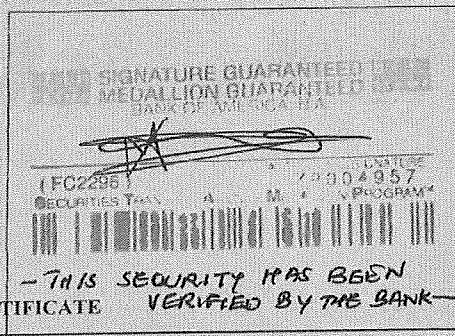
CURRENCY AND NO CENTS



Pay to the Order Of Citibank, N.A. OR CENLAR FSB. Representative Agent, Assigns, and Holder of Original Debt Contract Security with zero interest for full face amount specified. Processing of which will discharge the entire current amount herein acceptance for value the Equivalent to Money and Representing Money. To be paid at Federal Window (Regulation Z) within 15 days of acceptance by authority of Public Resolution HJR 192, now Public Law 73-10, UCC 3-104(e), and 1059 S. Ct. 847 (FN3) for property located at 2316 LAKESHORE AVENUE, UNIT 16, OAKLAND, CA 94606 with Debt Account Number: 106091318334000, 113042500045000, 2222173156, and 4774041794, for extinguishment, discharge, and recoupment to balance both Accounting Book Ledgers upon acceptance Receiver Agent of this draft bank instrument has 4 days to Dishonor in Writing & Return original to Maker with Certified Notice of rejection / dishonor or the Acceptor Agent deems this Draft is used as Money and full payoff of claimed debt.

TERMS AND CONDITIONS: This binding licensed processed Negotiable S.E.C State Registered New Credit Agreement Payoff Security Note Time Draft bank instrument must be accepted and approved as U.S. Currency by Trust Owner or authorized agent as of Mortgage HELOC as Tender in Payment representative of money and equal to money. Claimed debt shall be discharged, extinguished, collected and paid from the Account and Security Obligations of the United States 18 U.S.C. §8, Public Resolution HJR 192, now Public Law 73-10, and 1059 S. Ct. 847 (FN3), with full discharge and recoupment and Lender or Owner shall balance both accounting Book ledgers to zero and discharge/release/satisfy debt. This Security NOTE DRAFT bank instrument provides that it "shall be governed by, and construed in accordance with, the trusts and laws of the State of New York, United States of America." Highland Capital Mgmt. LP v. Schneider, 607 F.3d 322, 327 (2d Cir. 2010). This is an intention to extinguish first claimed debt NOTE and Debt Recorded Security. Payee shall immediately provide account closure, balance of books ledgers to zero amount with full recoupment, with this renegotiation of original debt personal Debt Security. Presentment of this Draft shall be extinguishment, full set off, discharge, release, recoupment, and account closure of claimed debt or tax assessment. This Security NOTE Draft is not a documentary draft and shall extinguish, nullify and void original County recorded security, unregistered Promissory NOTE, or credit application issued to original lender, assignee, servicer, or authorized agent for Investor Trust owner upon any communication of this intending to pay with NOTE DRAFT. Failure to follow these terms and conditions, Lender, assignee, servicer, investor Trust Owner, holder of original, or IRS has accepted this Security NOTE Time Draft bank instrument as binding tender in payment of said debt. Lender Debit and Credit accounting bookkeeping book ledgers shall be balanced under GAAP and FASB for recoupment. Claimed Debt amount is to be collected from the Account and Security Obligation of the United States via Federal Window REG Z, Department of the Treasury within 15 days. All offers are accepted pursuant to 40 Stat 411, §7(e), 12 CFR 201.108, §229.2, and §210.2, 31 USC §9303, §5312(2)(C), §3302, §3123, UCC 3-3402, §603, §604, §411, 12 USC 1813, Tacit Procuration, FRCP Rule 8, U.C.C., Banking Business Codes/Laws, 8 STAT §80, Highland Capital Mgmt. v. Schneider. Authorized Agent or Owner accepted and kept this NOTE Draft bank instrument as an asset for the owner. Maker hereby presents this NOTE Time Draft bank instrument to take the place of original debt and be used as extinguishment, full payment, set off, discharge, and recoupment of debt and/or assessed tax. WHEREAS such non-return, return after 4 days, monetization, securitization, deposit, owner authorized agent/employee acceptance with or without signature, physical presentment, communication, insurance payout, U.S. Mail Service, Treasury Credit, IRS Credit, Credit of Account Payment, trade, sale, hold, destroy, lost, or assigned shall immediately bind all courts to extinguish, cancel, and discharge original recorded debt lien and NOTE. Both Original debt lien contract security plus NOTE shall be cancelled, recorded, and returned to THEYA KANAGARATNAM upon written request.

Bank Medallion Verified Negotiable Security
TRANSFERABLE and ISSUED
S.E.C. Registered Negotiable
NOTE DRAFT Order To Pay
Bank Instrument in
Banking Business



THEYA KANAGARATNAM

Without Recourse; Without Prejudice



CALIFORNIA NOTARIAL CERTIFICATE

- THIS SECURITY HAS BEEN
VERIFIED BY THE BANK -

x *Thuyh Kag*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

state: of state: of California

County of Alameda County

Sworn to (or affirmed) and subscribed before me this ___ day of ___, 20___, by THEYA KANAGARATNAM, who proved to me on satisfactory evidence whose name is subscribed above on this State UCC registered Payoff Security NOTE Draft that he/she executed the same, and with authorized by the owner Bank Agent's acceptance for payment capacity with or without signature below, and that by the verifying autograph has officially acted and executed the same. Further, I hereby certify that on this day, before me, an authorized officer in the state for as owner Agent aforesaid and in the county aforesaid for acknowledgements personally appeared Acting Authorized Agent for unperfected owner funding Investor Trust or Original Lender, Citibank, N.A., Debtor, who by means of State issued I.D. or Corporate Agent I.D. who executed the foregoing instrument and acknowledged before me below that he/she executed the same.

Authorized Notary acceptance Verifying Signature SEE ATTACHED Notary Name: _____

Received/Approved for

By _____ Date / / 2022 Position _____

FORM 7

Signature

Authorized Agent

PAY TO THE ORDER OF THE UNITED STATES. This valid, bank Authorized Agent accepted, and legal State UCC1 SEC Registered Negotiable Financial New Credit Agreement Debt Payoff Security Promissory NOTE Draft Bank Business Instrument is U.S Currency tender of payment in full for extinguishment of all debts public and private and is assigned to The Account and Security Obligations of THE UNITED STATES to pay any bank this alleged debt from the General Accounting Office, under direction of the Comptroller General and In Care of Alien Property Custodian, Public Policy (Law) 73-10, Ch. 48 (HJR 192) to set off, extinguish all bank debt which is The Secretary of the United States Treasury, 1500 Pennsylvania Avenue, NW, Washington, DC 20220; Dept. of Treasury, P.O. Box 9024140, San Juan, P.R. 00902-4140; or any authorized officer as assignment to and as Fiduciary for payment and discharge of national debt in commerce in conjunction with to or for the United States account security obligations to that portion of the public debt it is intended to reduce as the discharge, extinguishment, and recovery of the public debt. I, one of the American people, now appoint the Alien Property Custodian and/or Secretary of the United States Treasury as Fiduciary to tender payment to bank or Creditor as the direct Obligation of the United States. This UCC State Registered NOTE Draft, under SEC Rules, currency and equal to money shall be paid from the Account and Security Obligation of the United States. (HJR192, UCC 4 §105, 12 CFR §229.2, §210.2, 12 USC §1813) and shall be issued in accordance with 31 USC §3123, Authority of the United States Code 31 USC §392, §5103, which officially defines this negotiable security financial instrument, STATE UCC1 registered NOTE Draft, as a statutory legal tender of payment and other security obligations of the Federal United States, as a matter of law and equity in the name of justice includes all signed bonds, negotiable security instruments, bills of exchange, credit agreements, promissory notes, bank business drafts, credit applications, certificates of indebtedness, financial instruments, national bank currency by this certified private banker 31 USC §5312(2)(C) who is a National Bank per definition of domestic Federal law for credit and bank debt payoff Title 18 USC §8 in claims of remedy in equity on recovery of the public debt in the commercial realm due me. Charge the same to: **THEYA KANAGARATNAM**, ESTATE and TRUST under God's laws (father, son, holy ghost) as Principal and Beneficiary via the first three Organic Laws of the Declaration of Independence, the Articles of Confederation Constitution, as one of the FREE individual living man or woman American, a "people of the Confederation United States of America Perpetual Union of the now 50 states (Countries) under GOD's Natural Law, International Treaty, the common law of England whose collateral and property is at risk which are required by law to be accepted as "legal tender of payment" for all debts public and private. This is a quid pro quo "something for something," and "this for that" even exchange. This negotiable Credit Agreement Debt Payoff Security NOTE Draft Bank Business Instrument shall be issued by this private banker upon autograph or signature, a national bank of the domestic United States by legal definition and is defined in law as "obligations of the United States", on the same par and category with Federal Private Reserve International Promissory Note Dollars, Treasury minted coins, other national currency, and legal tender obligations. WITH EXPLICIT RESERVATION OF ALL UNALIENABLE RIGHTS (U.C.C.) 1-§308 (Old §207.4) and 1-§103.6 Respectfully; WITHOUT RECOURSE; WITHOUT PREJUDICE, NON-ASSUMPSIT My Endorsement/Assignment Autograph/Signature (official seal) By: *Theya Kan*

All offers accepted for honor pursuant to 40 Stat §411, Section 7(e) No person shall be held liable in any court for or in respect to anything done or omitted in pursuance of any order, rule, or regulation made by the President under the authority of this Act [sections 1 to 6, 7 to 39, and 41 to 44 of this Appendix]. Any payment, conveyance, transfer, assignment, or delivery of money, security, or property made to the alien property custodian hereunder shall be a full acquittance and discharge of said debt for all purposes of the obligation of the person making the same to the extent of same. 50 U.S.C. §4305 (b)(2) Any payment, conveyance, transfer, assignment, or delivery of property or interest therein, made to or for the account of the United States, or as otherwise directed, pursuant to this subdivision or any rule, regulation, instruction, or direction issued hereunder shall to the extent thereof be a full acquittance and discharge for all purposes of the obligation of the person making the same; and no person shall be held liable in any court for or in respect to anything done or omitted in good faith in connection with the administration of, or in pursuance of and in reliance on, this subdivision, or any rule, regulation, instruction, or direction issued hereunder.

PCL81-3475553

PCL81-3475553

FOR COLLECTION ONLY by Any Bank Owed

TO BE PAID UNDER ACCOUNT AND SECURITY OBLIGATIONS OF THE UNITED STATES

Ch. 40 STAT 1, H.R. 1491, PUBLIC LAW 73-140 Stat. 411, codified at 12 U.S.C. § 95 and 50 U.S.C. § 4301 et seq. EMERGENCY BANKING RELIEF ACT, MARCH 9, 1933 TITLE IV § 401;

FEDERAL RESERVE ACT §16 and §18, SECTION 6

PAY TO THE ORDER OF THE UNITED STATES for Any Bank Claimed Debt

ALL PRIOR ENDORSEMENTS GUARANTEED

Private Bankers Bank, N.A. is a NATIONAL BANK

Registered In Florida and Texas U.S.A. Perpetual Union

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda)

On December 29th, 2022 before me, Raymond Kim, Notary Public
(insert name and title of the officer)

personally appeared Theya Kanagaratnam
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

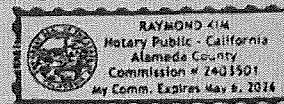
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



CERTIFIED
PROCESSING MEMORANDUM



Instructions for debt/tax payment of this Contract Property pursuant to Public Law and SEC Rule 327 Legal Commercially Registered Security Instrument

Please take Specific Notice that this bank Medallion Stamped, verified, and certified negotiable security instrument is NOT to be processed using a check clearing-house or warehouse.

To obtain full credit, only process via the United States Treasury window in care of Alien Property Custodian Department via:

Fiduciary: Post the presented funds into the asset column of this claimed debt account and charge the offer and acceptance for full settlement, prepaid, and exempt when entered to the post closing balance,

This is to be considered a prepaid exchange, a Treasury Direct accrual item, a U. S. bankruptcy proceeding remedy in accord with congressional mandate from the Secretary of Transportation 31 USC § 9303; 31 U.S.C § 5312 (2)(C); 18 USC §8; 8 STAT §80; Public Law 73-10, Chapter 48 STAT §112 and §113; Public Law 73-1, Title IV, Section 401; and Federal Reserve Act §16 and §18. This security instrument is endorsed and assigned on back when signed by DEBTOR/ BORROWER and is made to the account and obligations of the United States 50 USC §4305 (B)(2); 40 STAT. 411 §7 (c); 12 CFR 201.108 to be disbursed to Bank, Investor, TRUST, Head of Collections Department, Owner or Holder in due course of Claimed DEBT account for closure.

When communicated to the U.S Treasury Alien Property Custodian, the claimed debt; hereunder; shall to the extent thereof be a **full acquittance and discharge of the claimed debt for all purposes of the obligation of the person making the same; and no person shall be held liable in any court for or in respect to anything done or omitted in good faith as this is a good faith Security Instrument:**

ACT OCT. 6, 1917, CH. 106, 40 STAT. 411, §7(e) "No person shall be held liable in any court for or in respect to anything done or omitted in pursuance of any order, rule, or regulation made by the President under the authority of this Act [sections 1 to 6, 7 to 39, and 41 to 44 of this Appendix]. Any payment, conveyance, transfer, assignment, or delivery of money or property made to the alien property custodian hereunder shall be a full acquittance and discharge for all purposes of the obligation of the person making the same to the extent of same. The alien property custodian and such other persons as the President may appoint shall have power to execute, acknowledge, and deliver any such instrument or instruments as may be necessary or proper to evidence upon the record or otherwise such acquittance and discharge, and shall, in case of payment to the alien property custodian of any debt or obligation owed to an enemy or ally of enemy, deliver up any notes, bonds, or other evidences of indebtedness or obligation, or any security therefor in which such enemy or ally of enemy had any right or interest that may have come into the possession of the alien property custodian, with like effect as if he or they, respectively, were duly appointed by the enemy or ally of enemy, creditor, or obligee. The President shall issue to every person so appointed a certificate of the appointment and authority of such person, and such certificate shall be received in evidence in all courts within the United States. Whenever any such certificate of authority shall be offered to any registrar, clerk, or other recording officer, Federal or otherwise, within the United States, such officer shall record the same in like manner as a power of attorney, and such record or a duly certified copy thereof shall be received in evidence in all courts of the United States or other courts within the United States."

50 USC §4305 (B) (2) Any payment, conveyance, transfer, assignment, or delivery of property or interest therein, made to or for the account of the United States, or as otherwise directed, pursuant to this subdivision or any rule, regulation, instruction, or direction issued hereunder shall to the extent thereof be a full acquittance and discharge for all purposes of the obligation of the person making the same; and no person shall be held liable in any court for or in respect to anything done or omitted in good faith in connection with the administration of, or in pursuance of and in reliance on, this subdivision, or any rule, regulation, instruction, or direction issued hereunder.

Please be advised a tax credit for the full amount may be used as an option of debt or assessed tax payoff, settlement, set off, discharge, and/or account closure.

When Recorded Return To:
Trustee Services, Inc.
2316 LAKESHORE AVENUE, UNIT 16
OAKLAND, CA 94606

CERTIFIED

SATISFACTION OF Mortgage HELOC

Account #: 106091318334000,
113042500045000, 9222173156, and 4774041794

THIS IS TO CERTIFY, that the indebtedness, terms, and conditions of said Mortgage Security listed and described below has been paid as agreed with an accepted and registered Security NOTE tender in payment and by this instrument the undersigned Citibank, N.A. hereby acknowledges the cancelation, release, discharge, account closure, and recoupment of said Mortgage NOTE Security and County recorded Mortgage Debt Lien Contract Security Property.

ORIGINAL LENDER: Citibank, N.A.

BORROWER: THEYA KANAGARATNAM

Original Loan Amount: \$100,000.00
Recorded date 10/10/2006
Recorded Instrument #: 2006381619
Book 110
Page 5



Filed for record in Alameda County, state: of California.

PROPERTY ADDRESS: 2316 LAKESHORE AVENUE, UNIT 16, OAKLAND, CA 94606.

NOW THEREFORE, the recorder or clerk of said county is hereby instructed to record this instrument and to cancel, release, satisfy, and discharge the Mortgage HELOC in accordance with the regulations of said state and county.

Dated: 24 November 2022.

Bank Authorized Agent Received and Accepted on Behalf of Original Lender Citibank, N.A.

Bank Authorized Agent Signature _____, Bank Authorized Agent Printed Name _____

Witness Signature: _____, Witness Printed Name: _____

Theya Kanagaratnam
THEYA KANAGARATNAM

CALIFORNIA NOTARIAL CERTIFICATE (JURAT)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

state: of California
Alameda County

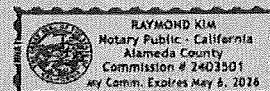
I hereby certify that on this day, before me, an officer duly authorized in the state of foresaid and in the county of foresaid to take acknowledgements personally appeared THEYA KANAGARATNAM known to me to be the person described in who identified him/herself to be the person described by means of Identification, State issued I.D., and who executed the foregoing instrument and acknowledged before me that THEYA KANAGARATNAM executed the same for the purpose expressed.

~~Further, I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements personally appeared Authorized Agent for Citibank, N.A. who is known to me or who produced identification to be the person described by means of a State issued or Corporate I.D., and who executed the foregoing instrument and acknowledged before me that Citibank, N.A. Authorized Agent executed the same for the purpose expressed.~~

Witness my hand and official seal in the county and state aforesaid this 29th day of December 20 22.

Notary Signature: [Signature] (Notary Seal)

MY COMMISSION EXPIRES: 05/06/2026



USPS Tracking®

[FAQs >](#)

Tracking Number:

[Remove X](#)**EI511442586US**[Copy](#)[Add to Informed Delivery \(https://informedelivery.usps.com/\)](https://informedelivery.usps.com/)**Scheduled Delivery by****FRIDAY****30**December
2022 ⓘ

by

6:00pm ⓘ

Your item was delivered to an individual at the address at 2:00 pm on January 9, 2023 in TRENTON, NJ 08618 to CENLAR. The item was signed for by K W.

Get More Out of USPS Tracking:**USPS Tracking Plus®****Delivered****Delivered, Left with Individual**

TRENTON, NJ 08618

January 9, 2023, 2:00 pm

Arrived at Post Office

TRENTON, NJ 08608

January 9, 2023, 8:40 am

Out for Delivery

TRENTON, NJ 08618

January 9, 2023, 8:28 am

Departed USPS Facility

CAROLINA, PR 00984
January 1, 2023, 12:39 am

Arrived at USPS Facility

CAROLINA, PR 00984
December 31, 2022, 9:42 pm

Arrived at USPS Regional Origin Facility

OAKLAND CA DISTRIBUTION CENTER
December 29, 2022, 4:03 pm

Arrived at USPS Origin Facility

OAKLAND, CA 94610
December 29, 2022, 2:59 pm

USPS in possession of item

OAKLAND, CA 94610
December 29, 2022, 12:33 pm

Hide Tracking History

Text & Email Updates



Proof of Delivery



USPS Tracking Plus®



Product Information



See Less

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

EXHIBIT F

THEYA KANAGARATNAM
2316 Lakeshore Avenue, #16
Oakland, CA 94606

February 17, 2023

Stephen Gozdan (CFO) / D. James Daras (CEO),
HEAD OF THE DOMESTIC/FOREIGN COLLECTIONS DEBT PAYOFF DEPARATMENT
AUTHORIZED EMPLOYEE/REPRESENTATVIC AGENT, INVESTOR TRUST, OWNER, OR
SERVICER
CENLAR FSB
425 Phillips Blvd.;
Ewing, NJ 08618

RE: LEGAL NOTICE, Not a Letter

This notice is to inform you once again, the Customer Service calls from 1-800-242-7178 still persist to this day as I continue to receive calls on a daily basis with nobody on the other side but a pre-recorded message asking me to hold until one of your agents comes online. And most often than not, the calls get disconnected. I find this action as nonstop harassment as it continues to this day even more than a month after I have tendered two forms legal payments in the amount of \$71,000 for full settlement and even after serving you with my court filing for you to do so. Notice to Agent is Notice to Principal Owner under the Law of Agency.

To re-iterate, as you know, DEBT ACCOUNT #s: 4774041794 (CENLAR), 106091318334000, 113042500045000 and 9222173156 have been paid off with your agent accepted Bill of Exchange on December 21, 2022 and a second Payment of New Credit Agreement on January 9, 2023 in the amount of \$71,000.00, the equivalent to money and representative of money under your Banking Business Instruments law.

I have paid as a set off, discharge, and extinguishment with full settlement and to balance your two accounting books account ledgers to a zero balance for your claimed debt account numbers, Original Mortgage NOTE and Mortgage Security Payoff with Account Closure and Recoupment., under the Terms and Conditions of the New Credit Agreement Security NOTE Bank Draft and Bill of Exchange Instruments as accepted by your Authorized Agent for this debt Discharge per UCC 3-604, 3-501, and 3-603 and for debt release and satisfaction of this claimed debt.

This final payoff voided and nullified your claimed debt when a new bilateral contract counter-claim NOTE was accepted by your legal representative Agent under U.C.C law, Bank Association Contract Banking Business Law that is legal and binding as a discharge of said debt under authority of Public Law 73-10, UCC3-104(c), Banking Business Law, Spencer v Serling Bank, 63 Cal Ap. 4th 1055(1998), Guaranty Trust Co. of New York v Henwood et al, 59 S.Ct.847, Bank One v. Robert Ward, (Sara Sue Fugate) et al, Florida Case # 2001 31518 CICI, 8

January 2003. PHYLLIS HORACE VS. LASALLE BANK NATIONAL ASSOCIATION, ET AL (2011), MINNESOTA LAW REVIEW, Journal of the State Bar Association, VOLUME XIV, MARCH, 1930, No. 4, THE PROMISSORY NOTE AS A SUBSTITUTE FOR MONEY By J.S. WATERMAN. Wells Fargo v Carigliano (2010), and Witkin Negotiable Instruments, Vol3 (2001 Supplement) on the undersigned UCC Contract Trust Account, and BLACKS Law Dictionary that all courts must abide by.

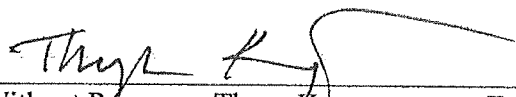
Furthermore, once again, I stress, as far as I know nor can remember, there is no legal and binding bilateral contract signed by me and you in wet ink, that is between you and myself, establishing any debt or loan with you or your corporate company. I must point out this violates simple contract law. In order for a contract to be valid, there needs to be an offeror and offeree, both signatures need to be on the contract; lack thereof makes it a null and void contract.

Your continued failure to take right action and your Customer Service Department's non-stop calling from Phone # : 1-800-242-7178 on a daily basis even after I tendered two forms of legal payments to cover the total pay off amount and any additional fees have yet again now forced me to send this notice to you even after you have been served the court papers I have filed in Alameda County, California seeking proper remedy.

For details of the full remedy I seek, please refer to the court papers that have been served to you.

ANY Further ATTEMPT to harass me through nonstop phone calls from your 1-800-242-7178 Customer Service OR duress insistently forced upon me, in any way will open offending party(s) up to a \$10,000.00 per hour if I am forced to attend after today, and any other legal action appropriate will be commenced.

Sincerely,



Without Recourse, Theya Kanagaratnam, Executor, Administrator, Beneficiary, and Principal of the THEYA KANAGARATNAM ESTATE/TRUST, GOVERNMENT created LEGAL FICTION COMMERCIAL ENTITY. All offers are accepted for honor pursuant to 40 Stat 411, Section 7(e); 50 USC 4305(b)(2).

EXHIBIT G

Demand To Release Loan Document Information

Lender: Selene Finance LP / Attorney Theron Covey for U.S. Bank
Loan Number: 2005026956
Property Address: 2316 Lakeshore Ave #16 Oakland, CA 94606

Certified Mail:

U.S. Bank Attorney Theron Covey: 7022 2410 0000 3631 4278
Selene Finance LP : 7022 2410 0000 3631 4285

June 27, 2023

To Whom It May Concern:

I hereby request Lender /Servicer /Custodian To Provide a front-and-back, True and Correct Certified Copy Of All Original Mortgage Documents held by the custodian, beneficiary and trustee within seven (7) business days after receipt of this instrument, any and all information regarding the loan: Promissory note, loan transfers/assignments per RESPA -12 U.S.C.§ 2601 and Regulation Z at 12 CFR 226.17(b), (c)(1) of the Truth in Lending Act, to wit: 226.17(b)-The creditor shall make disclosure before consummation of transaction. 226.17(c)(1)-Basis of disclosures and uses of estimates. The disclosures shall reflect the terms of the legal obligations between the parties.

"Mortgage" shall mean the mortgage or deed of trust securing the Mortgage Note. "Mortgaged Property" shall mean the real property identified as security in the Mortgage. "Mortgage Loan" shall mean the Mortgage Loan evidenced by the Mortgage Note.

"Mortgage Loan Documents" shall mean, with respect to the Mortgage Loan, all documents, agreements and instruments in custodians possession or control relating to such Mortgage Loans including, without limitation, the Mortgage Note relating thereto and the Collateral Property relating thereto, all credit applications, financial statements, credit reports and correspondence relating to the Mortgage Loan.

"Assignment of Mortgage" means an assignment of the Mortgage for the Mortgage Loan, as applicable.

"Borrower" shall mean with respect to the Mortgage Loan, the current and unreleased obligor(s) on the Mortgage Note and any other evidence of indebtedness, including, without limitation, any and all makers, guarantors, sureties or other persons or entities liable on the Mortgage Loans.

"Collateral Property" shall mean, with regard to the Mortgage Loan, a mortgage securing Mortgage Note evidencing such Mortgage Loan and each and every original collateral document regarding such Mortgage Loan.

- (a) Certified copy of the original Mortgage Note endorsed, "Pay to the order of the Lender" and signed in the name of Lender by an authorized signatory, attached hereto, along with all intervening original assignment endorsements thereof;
- (b) Certified copy of the original Mortgage with all intervening original assignments thereof, with evidence of recording thereon;
- (c) Certified copy of the Original Assignment of Mortgage;
- (d) Certified copy of all Mortgage Loan Documents;
- (e) Certified copy of the original Loan File;
- (f) Certified copy of the original UCC-1 Financing Statements with all intervening assignments thereof, if any; any such UCC-1 Financing Statement shall include a UCC-2 or UCC-3 Assignment with Lenders name shown thereon, executed by Lender
- (g) Certified copy of the original Title Policy, the Assignment Endorsement and, to the extent the Loan File containing any casualty insurance policy(ies), credit life or disability insurance policy(ies), private insurance guarantor policy(ies), or any other similar types of insurance coverage documents (the "Policies"), all such Policies held by Lender;

Thank you


Signature: Theya Kanagaratnam

SS#: 218-19-3698

Demand To Release Loan Document Information

Lender: Citi Bank / CENLAR /National Default Servicing Corporation
Loan Number: 106091318334000 / 4774041794 / NDSC File No. 22-01281-CE-CA
Property Address: 2316 Lakeshore Ave #16 Oakland, CA 94606

Certified Mail:

Citi Bank: 7022 2410 0000 3631 4254
CENLAR : 7022 2410 0000 3631 4261
NDSC: 7022 2410 0000 3631 4247

June 26, 2023

To Whom It May Concern:

I hereby request Lender /Servicer /Custodian To Provide a front-and-back, True and Correct Certified Copy Of All Original Mortgage Documents held by the custodian, beneficiary and trustee within seven (7) business days after receipt of this instrument, any and all information regarding the loan: Promissory note, loan transfers/assignments per RESPA -12 U.S.C. § 2601 and Regulation Z at 12 CFR 226.17(b), (c)(1) of the Truth in Lending Act, to wit: 226.17(b)-The creditor shall make disclosure before consummation of transaction. 226.17(c)(1)-Basis of disclosures and uses of estimates. The disclosures shall reflect the terms of the legal obligations between the parties.

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"**Mortgage Loan Documents**" shall mean, with respect to the Mortgage Loan, all documents, agreements and instruments in custodians possession or control relating to such Mortgage Loans including, without limitation, the Mortgage Note relating thereto and the Collateral Property relating thereto, all credit applications, financial statements, credit reports and correspondence relating to the Mortgage Loan.


"**Assignment of Mortgage**" means an assignment of the Mortgage for the Mortgage Loan, as applicable.

"**Borrower**" shall mean with respect to the Mortgage Loan, the current and unreleased obligor(s) on the Mortgage Note and any other evidence of indebtedness, including, without limitation, any and all makers, guarantors, sureties or other persons or entities liable on the Mortgage Loans.

"Collateral Property" shall mean, with regard to the Mortgage Loan, a mortgage securing Mortgage Note evidencing such Mortgage Loan and each and every original collateral document regarding such Mortgage Loan.

- (a) Certified copy of the original Mortgage Note endorsed, "Pay to the order of the Lender" and signed in the name of Lender by an authorized signatory, attached hereto, along with all intervening original assignment endorsements thereof;
- (b) Certified copy of the original Mortgage with all intervening original assignments thereof, with evidence of recording thereon;
- (c) Certified copy of the Original Assignment of Mortgage;
- (d) Certified copy of all Mortgage Loan Documents;
- (e) Certified copy of the original Loan File;
- (f) Certified copy of the original UCC-1 Financing Statements with all intervening assignments thereof, if any; any such UCC-1 Financing Statement shall include a UCC-2 or UCC-3 Assignment with Lenders name shown thereon, executed by Lender
- (g) Certified copy of the original Title Policy, the Assignment Endorsement and, to the extent the Loan File containing any casualty insurance policy(ies), credit life or disability insurance policy(ies), private insurance guarantor policy(ies), or any other similar types of insurance coverage documents (the "Policies"), all such Policies held by Lender;

Thank you


Signature: Theya Kanagaratnam

SS#: 218-19-3695

**Theya Kanagaratnam
in care of 2316 Lakeshore Avenue, #16
Oakland, California state**

Attn: Mr. Andrew Cecere, CEO
U.S. Bank National Association
U.S. Bancorp Center
800 Nicollet Mall, Minneapolis, MN 55402

July 6, A.D. 2023
Certified Mail # 7022 0410 0001 1888 8990
Quicken Loan Inc. #3312359019
RE: "Contract/Pool Number MA1507G

**ATTENTION LEGAL DIVISION:
ATTENTION FRAUD DIVISION:**

1. I am writing this letter in the form of an inquiry concerning Quicken Loan Inc. (hereinafter "QLI") #3312359019 Contract/Pool Number MA1507G pursuant to Truth in Lending Act - Regulation Z - 12 CFR § 226.17(c)(1) and RESPA - Title 12 U.S.C. § 2605(e), § 2801 et seq., among other laws. This is not a refusal to pay letter, but rather a notice that the debt/claim is subject to dispute given the fact of what appears to be an error in requirement of full disclosure prior to the execution and consummation of the original promissory note agreement for: "QLI." LOAN ACCOUNT #3312359019. As you should know pursuant to California state law your corporation is subject to California law when doing business in California and requires you to comply with California Corporation Code § 107 as a matter of law which mandates:

No corporation, social purpose corporation, association, or individual shall issue or put in circulation, as money, anything but the lawful money of the United States.

2. Please be further advised that California law provides at CUCB § 3104(e):

An instrument is a "note" if it is a promise and is a "draft" if it is an order. If an instrument falls within the definition of both "note" and "draft," a person entitled to enforce the instrument may *treat* it as either.
Emp added **bold** mine

3. Given the fact that said promissory note contains both the verbiage of "note" and "draft," within the text of the note, I am requesting from you a certified statement of an accounting on the history of my promissory note and other loan documents which I was made to understand were deposited with QLI #3312359019 for safekeeping. Given the fact that QLI has been taken over by Rocket Mortgage, I am requesting from you a true and correct copy of the front and back pages said note certified under penalty of perjury, the deed of trust; insurance policy on the note; all bookkeeping ledger accounts; all escrow title confidential communications; 1099 OID Form; Deposit Application /Custody Receipt (DTC) form; Deposit Application One to Four Family Mortgages - Form MTG1-MORTDP.WK4; Federal Reserve Borrower in Custody of Collateral- six page form for said promissory note; certified copies of the canceled check/s that should have been issued by QLI in payment of said promissory note either the week before or after May 24th, A.D. 2013; and the production of the **original** note for purposes of physical inspection. Why? Because I am seeking evidence in what capacity the note "**treated**," i.e., either as a note or draft. Please be advised that the practice of failing to disclose these facts to a borrower in the mortgage agreement **prior to executing the agreement** voids the note because it violates RESPA -12 U.S.C. § 2601 and Regulation Z at 12 CFR 226.17(b), (c)(1) of the Truth in Lending Act, to wit:

226.17(b)-The creditor **shall make disclosure before** consummation of transaction.
226.17(c)(1)-Basis of disclosures and uses of estimates. The disclosures shall reflect the terms of the legal obligations between the parties
Emp added **bold** mine

4. I have recently been informed to my shock that QLI apparently accepted for deposit my promissory note as an asset and endorsed said note as a credit to QLI's assets without any financial risk

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of their assets in the process of funding loan Account #3312359019 as opposed to depositing said note into Account #3312359019 as security collateral for safekeeping purposes. Is this true? If so, please identify the account number of the account from which the funds originated to fund loan Account #3312359019 and the name of the depositor who executed the check that provided the money that funded Account #3312359019. Again, I am absolutely appalled at what apparently has taken place, it is evil.

5. Please be further aware that if my promissory note was altered by ***treating*** it as a draft without my prior notice and consent due to QLI's failure to make full disclosure of the same as required by 12 CFR § 226.17(c)(1) is immoral and illegal. Further, according to CUCC § 3407, the obligation to pay the monthly note ***is discharged by operation of law*** pursuant to the Rule of Material Alteration. See CUCC § 3407 provides:

(a) "Alteration" means (1) an unauthorized change in an instrument that purports to modify in any respect the obligation of a party, or (2) an unauthorized addition of words or numbers or other change to an incomplete instrument relating to the obligation of a party.

(b) Except as provided in subdivision (c), ***an alteration fraudulently made discharges a party whose obligation is affected by the alteration unless that party assents or is precluded from asserting the alteration.*** ...
Emp added ***bold*** mine


See also California Civil Code § 1700. Extinction by unauthorized alteration

The intentional destruction, cancellation or ***material alteration of a written contract***, by a party entitled to any benefit under it, or with his consent, ***extinguishes all the executory obligations of the contract in his favor, against parties who do not consent to the act.*** Emp added ***bold*** mine

6. Given the complex nature of the terms and conditions of said promissory note and deed of trust contract, I had no prior understanding of the "pay . . . to the order of" contained within the text of my promissory note, and QLI failed to fully disclose how the note would be treated. Given the failure of full disclosure having occurred, this voids the contract under the unconscionable element of failure to make full disclosure. Please be advised that this failure constitutes a violation of said disclosure laws. Further, as I have stated herein that if the note had in fact been altered after my execution of said note, then the ***Rule of Material Alteration*** would apply and my obligation/s of specific performance of monthly payments contained in the promissory note are discharged by operation of law. See CUCC § 3407 and CC § 1700 supra. Do you not agree? As such, the production by you of the ***original*** promissory note along with the loan papers described above is requested that I may be able to ***verify*** in which form my original promissory note was ***treated***.

7. In light of the foregoing, this is a ***request for full disclosure and validation*** made pursuant to the Fair Debt Collection Practices Act, the Truth in Lending Act, Regulation Z, RESPA - 12 U.S.C. § 2605 disclosure mandate. Please produce ***within ten (10) days***, certified copies of the above described documents executed by me on May 24th, A.D. 2013, and the certified copies of the other documents associated with Account #3312359019 outlined in paragraph 2 herein, along with the local physical address of the person who has actual physical custody of my promissory note for inspection and copy purposes are provided under HOME MORTGAGE DISCLOSURE of BCFP as provided in Title 12 U.S.C. § 2801 et seq., Title 12 U.S.C. § 2605 and other applicable federal mortgage disclosure laws. If no response is received within ten (10) days a notice of fault with opportunity to cure will be issued.

Sincerely,


Theya Kanagaratnam

cc: file
Rocket Mortgage Legal Department
Attorney General of California, corporate fraud division
Federal Consumer Financial Protection Bureau

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Theya Kanagaratnam
in care of 2316 Lakeshore Avenue, #16
Oakland, California state

Citibank, N.A.
Att: Mark Mason, CFO
388 Greenwich St
New York, NY 10013

July 21, A.D. 2023
Certified Mail #7022 0410 0001 1888 9003
Citibank, N.A. #106091318334000
Cenlar FSB Loan Number: 4774041794

ATTENTION LEGAL DIVISION:
ATTENTION FRAUD DIVISION:

1. I am writing this letter in the form of an inquiry concerning Account # 106091318334000 pursuant to Truth in Lending Act - Regulation Z - 12 CFR § 226.17(c)(1) and RESPA - Title 12 U.S.C. § 2605(e), § 2801 et seq., among other laws. This is not a refusal to pay letter, but rather a notice that the debt/claim is subject to dispute given the fact of what appears to be an error in requirement of full disclosure prior to the execution and consummation of the original promissory note, identified herein as Home Equity Line of Credit And Disclosure Agreement (hereinafter "HELOCADA") agreement for: "LOAN" ACCOUNT # 106091318334000. As you should know pursuant to California state law your corporation is subject to California law and requires you to comply with California Corporation Code § 107 as a matter of law.

Thus we find that:

California Corporation Code § 107 No corporation, social purpose corporation, association, or individual shall issue or put in circulation, as money, anything but the lawful money of the United States. Emp added **bold mine**

Civil Code § 1478 Performance of an obligation for the delivery of money only, is called payment. Emp added **bold mine**

Penal Code § 648 Every person who makes, issues, or puts in circulation any bill, check, ticket, certificate, promissory note, or the paper of any bank, to circulate as money, except as authorized by the laws of the United States, for the first offense, is guilty of a misdemeanor, and for each and every subsequent offense, is guilty of felony. Emp added **bold mine**

Title 12 U.S.C. § 411. Issuance to reserve banks; nature of obligation; redemption
Federal reserve notes, to be issued at the discretion of the Board of Governors of the Federal Reserve System for the purpose of making advances to Federal reserve banks through the Federal reserve agents as hereinafter set forth and for no other purpose, are authorized. The said notes shall be obligations of the United States and shall be receivable by all national and member banks and Federal reserve banks and for all taxes, customs, and other public dues. They shall be redeemed in lawful money on demand at the Treasury Department of the United States, in the city of Washington, District of Columbia, or at any Federal Reserve bank. Emp added **bold mine**

2. The above referenced statutes are controlled by the mandate of the federal injunction and requirement of Article I, Section 10, Clause 1 of the American Constitution as it pertains to tender of obligations in payment of debt, to wit:

No State shall . . . make anything but gold and silver coin a tender in payment of debts;

3. Given the clear intent of the law as detailed above and to clear up any confusion, I am requesting from you a certified statement of an accounting on the history of HELOCADA and other loan documents which were deposited with Citibank, N.A. in Account # 106091318334000 for safekeeping. Therefore I am requesting from you certified true and correct copy of the front and back of the HELOCADA note, the deed of trust; insurance policy on the note; all bookkeeping ledger accounts; all escrow title confidential communications; 1099 OID Form; Deposit Application/Custody Receipt (DTC) form; Deposit Application

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1

One to Four Family Mortgages - Form MTG1-MORTDP:WK4; Federal Reserve Borrower in Custody of Collateral- six page form for said promissory note; certified copies of the cancelled check/s that should have been issued by Citibank, N.A. in payment of said promissory note either the week before or after October 3rd, A.D. 2006; and the production of the original note for purposes of physical inspection. Why? Because I am seeking from you evidence in what specific medium of exchange is the **HELOCADA** loan expressed in terms of. Please be advised that the practice of failing to disclose these facts to a borrower in the mortgage agreement prior to executing the agreement voids the note because it violates RESPA -12 U.S.C. § 2601 and Regulation Z at 12 CFR 226.17(b), (c)(1) of the Truth in Lending Act, to wit:

226.17(b)-The creditor **shall make disclosure before** consummation of transaction.

226.17(c)(1)-Basis of disclosures and uses of estimates. The disclosures shall reflect the terms of the legal obligations between the parties
Emp added **bold** mine

4. Please be advised that it is my intent to settle this agreement in like kind medium of exchange pursuant to the guaranteed right under the equal protection provisions of Amendment Fourteen of the supreme Law of the Land and current federal public policy. There are several federal and state laws cited herein that are binding upon the transaction executed on October 3rd, A.D. 2006 by Theya Kanagaratnam as a matter of law, as such by this presentment I seek to obtain full and complete disclosure of the loan transaction/s of Loan Account # 106091318334000 for purpose of settlement and closure of this matter.

5. In light of the foregoing, this is a request for full disclosure and validation made pursuant to the Fair Debt Collection Practices Act, the Truth in Lending Act, Regulation Z, RESPA - 12 U.S.C. § 2605 disclosure mandate. Please produce within ten (10) days, certified copies of the above described documents executed by Theya Kanagaratnam on October 3rd, A.D. 2006, and the certified copies of the other documents associated with Account #106091318334000 outlined in paragraph 3 herein, along with the local physical address of the person who has actual physical custody of said **HELOCADA** for inspection and copy purposes are provided under HOME MORTGAGE DISCLOSURE of BCFP as provided in Title 12 U.S.C. § 2801 et seq., Title 12 U.S.C. § 2605 and other applicable federal mortgage disclosure laws. If no response is received within ten (10) days I will complete the settlement and closure of Loan Account #106091318334000 in like kind medium of exchange consistent with current federal public policy of House Joint Resolution 192 as amended.

Sincerely,


Theya Kanagaratnam

cc: file
Citibank, N.A. Legal Department
Attorney General of California, corporate fraud division
Federal Consumer Financial Protection Bureau

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2

Theya Kanagaratnam
in care of 2316 Lakeshore Avenue, #16
Oakland, California state

Att: Andrew Cecere, CEO
U.S. Bank National Association
U.S. Bancorp Center
800 Nicollet Mall,
Minneapolis, MN 55402

August 28, A.D. 2023
Certified Mail #7022 0410 0001 1888 9010
Quicken Loan Inc. #3312359019
RE: "Contract/Pool Number MA 1507G

ATTENTION LEGAL DIVISION:
ATTENTION FRAUD DIVISION:

1. I am writing this letter in the form of an inquiry concerning Quicken Loan Inc. (hereinafter "QLI") #3312359019 Contract/Pool Number MA1507G pursuant to Truth in Lending Act - Regulation Z - 12 CFR § 226.17(c)(1) and RESPA - Title 12 U.S.C. § 2605(e), § 2801 et seq., among other laws. This is a notice that the debt/claim has been discharged as detailed herein and supported by the appended documents. The discharge was executed pursuant to the provisions of UCC 3-603 in light of current federal public policy and the equal protection provisions of both the Fourteenth Amendment and Article I, Section 7 of the California Constitution by which your corporation is bound to abide by. As you should know pursuant to California state law your corporation is subject to California law and requires you to comply with California Corporation Code § 107 as a matter of law.

Thus we find that:

California Corporation Code § 107 No corporation, social purpose corporation, association, or individual shall issue or put in circulation, as money, anything but the lawful money of the United States. Emp added **bold mine**

Civil Code § 1478 Performance of an obligation for the delivery of money only, is called payment. Emp added **bold mine**

Penal Code § 648 Every person who makes, issues, or puts in circulation any bill, check, ticket, certificate, promissory note, or the paper of any bank, to circulate as money, except as authorized by the laws of the United States, for the first offense, is guilty of a misdemeanor, and for each and every subsequent offense, is guilty of felony. Emp added **bold mine**

Title 12 U.S.C. § 411. Issuance to reserve banks; nature of obligation; redemption
Federal reserve notes, to be issued at the discretion of the Board of Governors of the Federal Reserve System for the purpose of making advances to Federal reserve banks through the Federal reserve agents as hereinafter set forth and for no other purpose, are authorized. The said notes shall be obligations of the United States and shall be receivable by all national and member banks and Federal reserve banks and for all taxes, customs, and other public dues. They shall be redeemed in lawful money on demand at the Treasury Department of the United States, in the city of Washington, District of Columbia, or at any Federal Reserve bank. Emp added **bold mine**

2. The above referenced statutes are controlled by the mandate of the federal injunction and requirement of Article I, Section 10, Clause 1 of the American Constitution as it pertains to tender of obligations in payment of debt, to wit:

No State shall. . .make anything but gold and silver coin a tender in payment of debts;

3. Given the clear intent of the law as detailed above and to clear up any confusion, I am requesting from you a certified statement of an accounting on the history of said promissory note and other loan documents which were deposited with QLI in Account #3312359019 for safekeeping. Therefore I am requesting from you certified true and correct copy of the front and back of the promissory note, the deed of trust; insurance policy on the note; all bookkeeping ledger accounts; all escrow title confidential

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communications; 1099 OID Form; Deposit Application/Custody Receipt (DTC) form; Deposit Application One to Four Family Mortgages - Form MTG1-MORTDP.WK4; Federal Reserve Borrower in Custody of Collateral- six page form for said promissory note; certified copies of the canceled check/s that should have been issued by QLI in payment of said promissory note either the week before or after May 24th A.D. 2013; and the production of the **original** note for purposes of physical inspection. Why? Because I am seeking from you evidence in what specific medium of exchange is the promissory note expressed in terms of. Please be advised that the practice of failing to disclose these facts to a borrower in the mortgage agreement **prior to executing the agreement** voids the note because it violates RESPA -12 U.S.C. § 2601 and Regulation Z at 12 CFR 226.17(b), (c)(1) of the Truth in Lending Act, to wit):
226.17(b)-The creditor **shall make disclosure before** consummation of transaction. ded
226.17(c)(1)-Basis of disclosures and uses of estimates. The disclosures shall reflect the terms of the legal obligations between the parties Emp added **bold** mine

4. Please be advised that in good faith I have already tendered a Bill of Exchange draft in the amount of \$294,000.00 (see copy append) to settle this agreement in like kind medium of exchange pursuant to the guaranteed right under the equal protection provisions of Amendment Fourteen of the supreme Law of the Land and current federal public policy. Said draft was mailed January 30, 2023 and received by your servicer, Selene Finance LP on February 6, 2023. There has been no dishonor of the draft in light of UCC § 3-603. Several months have past, as such the debt obligation in the original loan transaction of Loan Account #3312359019 are discharged by operation of law as a matter of law. I therefore seek settlement and closure of this matter and full reconveyance of subject property as provided by CC § 2941.

5. In light of the foregoing, if the full reconveyance is not forthcoming instanter, I **make formal demand for full disclosure and validation** pursuant to the Fair Debt Collection Practices Act, the Truth in Lending Act, Regulation Z, RESPA - 12 U.S.C. § 2605 disclosure mandate. Please produce **within ten (10) days**, certified origins copies of the above described documents executed by Theya Kanagaratnam on May 24th, A.D. 2013, and the certified copies of the other documents associated with Account #3312359019 outlined in paragraph 3 herein, along with the local physical address of the person who has actual physical custody of said promissory note for inspection and copy purposes are provided under HOME MORTGAGE DISCLOSURE of BCFP as provided in Title 12 U.S.C. § 2801 et seq., Title 12 U.S.C. § 2605 and other applicable federal mortgage disclosure laws. If no response is received within ten (10) days I will complete the settlement and closure of Loan Account #3312359019 pursuant to CC § 2941.

Sincerely,


Theya Kanagaratnam

cc: file
Rocket Mortgage Legal Department
Attorney General of California, corporate fraud division
Federal Consumer Financial Protection Bureau

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Theya Kanagaratnam
in care of 2316 Lakeshore Avenue, #16
Oakland, California state

Citibank, N.A.
Att: Mark Mason, CFO
388 Greenwich Street
New York, NY 10013

September 5, A.D. 2023
Certified Mail # 7022 0410 0001 1888 9041
Citibank N.A. #: 106091318334000
CENLAR FSB Loan Number: 4774041794

ATTENTION LEGAL DIVISION:
ATTENTION FRAUD DIVISION:

1. I am writing this letter in the form of an inquiry concerning Account No: 106091318334000 pursuant to Truth in Lending Act - Regulation Z - 12 CFR § 226.17(c)(1) and RESPA - Title 12 U.S.C. § 2605(e), § 2801 et seq., among other laws. This is a notice that the debt/claim has been discharged as detailed herein and supported by the appended documents. The discharge was executed pursuant to the provisions of UCC 3-603 in light of current federal public policy and the equal protection provisions of both the Fourteenth Amendment and Article I, Section 7 of the California Constitution by which your corporation is bound to abide by. As you should know pursuant to California state law your corporation is subject to California law and requires you to comply with California Corporation Code § 107 as a matter of law.

Thus we find that:

California Corporation Code § 107 No corporation, social purpose corporation, association, or individual shall issue or put in circulation, as money, anything but the lawful money of the United States. Emp added **bold mine**

Civil Code § 1478 Performance of an obligation for the delivery of money only, is called payment. Emp added **bold mine**

Penal Code § 648 Every person who makes, issues, or puts in circulation any bill, check, ticket, certificate, promissory note, or the paper of any bank, to circulate as money, except as authorized by the laws of the United States, for the first offense, is guilty of a misdemeanor, and for each and every subsequent offense, is guilty of felony. Emp added **bold mine**

Title 12 U.S.C. § 411. Issuance to reserve banks; nature of obligation; redemption
Federal reserve notes, to be issued at the discretion of the Board of Governors of the Federal Reserve System for the purpose of making advances to Federal reserve banks through the Federal reserve agents as hereinafter set forth and for no other purpose, are authorized. The said notes shall be obligations of the United States and shall be receivable by all national and member banks and Federal reserve banks and for all taxes, customs, and other public dues. They shall be redeemed in lawful money on demand at the Treasury Department of the United States, in the city of Washington, District of Columbia, or at any Federal Reserve bank. Emp added **bold mine**

2. The above referenced statutes are controlled by the mandate of the federal injunction and requirement of Article I, Section 10, Clause 1 of the American Constitution as it pertains to tender of obligations in payment of debt, to wit:

No State shall. . .make anything but gold and silver coin a tender in payment of debts;

3. Given the clear intent of the law as detailed above and to clear up any confusion, I am requesting from you a certified statement of an accounting on the history of said promissory note and other loan documents which were deposited with CITIBANK Account #106091318334000 for safekeeping. Therefore I am requesting from you certified true and correct copy of the front and back of the promissory note, the deed of trust; insurance policy on the note; all bookkeeping ledger accounts; all escrow title
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confidential communications; 1099 OID Form; Deposit Application/Custody Receipt (DTC) form; Deposit Application One to Four Family Mortgages - Form MTG1-MORTDP.WK4; Federal Reserve Borrower in Custody of Collateral- six page form for said promissory note; certified copies of the canceled check/s that should have been issued by CITIBANK in payment of said promissory note either the week before or after October 3rd, A.D. 2006; and the production of the **original** note for purposes of physical inspection. Why? Because I am seeking from you evidence in what specific medium of exchange is the promissory note expressed in terms of. Please be advised that the practice of failing to disclose these facts to a borrower in the mortgage agreement **prior to executing the agreement** voids the note because it violates RESPA -12 U.S.C. § 2601 and Regulation Z at 12 CFR 226.17(b), (c)(1) of the Truth in Lending Act, to wit) :

226.17(b)-The creditor **shall make disclosure before** consummation of transaction. ded

226.17(c)(1)-Basis of disclosures and uses of estimates. The disclosures shall reflect the terms of the legal obligations between the parties Emp added **bold** mine

4. Please be advised that in good faith I have already tendered a Bill of Exchange and a second instrument Registered New Credit Agreement Security NOTE Draft (see copy append) each in the amount of \$71,000.00 to settle this agreement in like kind medium of exchange pursuant to the guaranteed right under the equal protection provisions of Amendment Fourteen of the supreme Law of the Land and current federal public policy. Said Bill of Exchange draft was mailed on December 12th, 2022 and received by your servicer, CENLAR FSB on December 21st, 2022; and the New Credit Agreement Security Draft was mailed on December 29th, 2022 and received on January 09th, 2023. There has been no dishonor of these drafts in light of UCC § 3-603. Several months have passed, as such the debt obligation in the original loan transaction of Loan Account #106091318334000 are discharged by operation of law as a matter of law. I therefore seek settlement and closure of this matter and full reconveyance of subject property as provided by CC § 2941.

5. In light of the foregoing, if the full reconveyance is not forthcoming instantler, I **make formal demand for full disclosure and validation** pursuant to the Fair Debt Collection Practices Act, the Truth in Lending Act, Regulation Z, RESPA - 12 U.S.C. § 2605 disclosure mandate. Please produce **within ten (10) days**, certified origins copies of the above described documents executed by Theya Kanagaratnam on October 3rd, A.D. 2006, and the certified copies of the other documents associated with Account #106091318334000 outlined in paragraph 3 herein, along with the local physical address of the person who has actual physical custody of said promissory note for inspection and copy purposes are provided under HOME MORTGAGE DISCLOSURE of BCFP as provided in Title 12 U.S.C. § 2801 et seq., Title 12 U.S.C. § 2605 and other applicable federal mortgage disclosure laws. If no response is received within ten (10) days I will complete the settlement and closure of Loan Account #106091318334000 pursuant to CC § 2941.

Sincerely,


Theya Kanagaratnam

cc: file
Citibank, N.A., Legal Department
Attorney General of California, corporate fraud division
Federal Consumer Financial Protection Bureau

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2

EXHIBIT H



Persons who are deaf, hard of hearing,
or have limited speech may dial TTY 711.

PO Box 77404
Ewing, NJ 08628
Toll Free: 855-839-6253
STATEMENT ENCLOSED

3-836-BJO63-0002689-001-1-000-010-000-000



THEYA KANAGARATNAM
2316 LAKESHORE AVE APT 16
OAKLAND CA 94606-1055

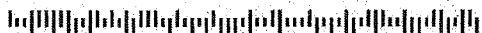
Home Equity Line of Credit Statement

Statement Date: 07/28/23
Account Number: 4774041794
Payment Due Date: 08/23/23
Amount Due: \$22,696.48

*IF PAYMENT IS RECEIVED AFTER 09/11/23, A \$43.99 LATE CHARGE WILL BE ASSESSED

Mail Payments To: Central Loan Administration &
Reporting
PO Box 54040
Los Angeles, CA 90054-0040

loanadministration.com



Property Address: 2316 LAKESHORE AV 16 16
OAKLAND, CA 94606

Account Information

Available Credit: \$0.00
Credit Limit: \$100,000.00
Statement Closing Date: 07/28/23
Principal Balance as of 07/28/23: \$59,193.78
Escrow Balance: \$0.00
Maturity Date: 10/2036

Explanation of Amount Due

If you are experiencing financial difficulty, you may call the US Department of Housing and Urban Development (HUD) at 800-568-4287 or go to www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm for a list of homeowner counselor or counseling organizations in your area.

Principal: \$320.76
Interest: \$412.33
Escrow: \$0.00
Optional Insurance: \$0.00
Total Fees Charged Since Last Statement: \$20.00
Current Payment Amount Due on 08/23/23: \$1,462.72
Past Due Amount: \$23,689.84
Total Amount Due: \$22,696.48

How We Arrived at Your Balance

Previous Balance	(+) Advances & Charges	(-) Payments & Credits	(+) FINANCE CHARGES	(+)(-) Credit/debit Adjustments	New Balance This is Not a Payoff Amount
\$68,896.78	\$0.00	\$0.00	\$412.33	\$0.00	\$69,309.11

Activity Since Your Last Statement (06/30/23 to 07/28/23) - To avoid additional finance charges, pay the new balance before 07/28/23

Segment Number	Tran Date	Effective Date	Description	Total	Principal	Finance Charges	Late Charges Other Fees	Escrow/ Other	Optional Insurance
001	07/14/23	07/14/23	FEE - PROPERTY INSPECT	\$20.00	\$0.00	\$0.00	\$20.00	\$0.00	\$0.00

Finance Charges

Interest Adjustment Details	Segment Number	Days	Balance	Periodic Rate	Annual Percentage Rate	Periodic Finance Charges*
	001	27	\$59,193.78	0.0239726%	8.75000%	\$383.14

Important Messages - See Reverse Side For Additional Important Information

*Partial/Unapplied Payments: Any partial/unapplied payments that you make are not applied to your mortgage, but instead are held in a separate account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.

Total Fees Assessed This Period:	\$20.00	Total Fees Assessed Year To Date:	\$30.00
Total Interest Assessed This Period:	\$412.33	Total Interest Assessed Year To Date:	\$2,896.85
Total Suspense Received This Period:	\$0.00		

Continued on next page

THEYA KANAGARATNAM
OAKLAND CA 94606-1055

Please return this portion with your payment

☐ Check this box if personal
information has been completed on
reverse side

Payment Due Date: 08/23/23 L4
Current Payment: \$1,462.72
Past Due Payment: \$23,689.84
TOTAL AMOUNT NOW DUE: \$22,696.48
Late Charge Amt: \$43.99
After 09/11/23 Pay: \$22,740.47

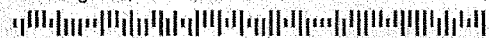
Equity Line Payment Coupon

Loan Number: 4774041794

THEYA KANAGARATNAM

Make checks payable to:

Central Loan Administration & Reporting
PO Box 54040
Los Angeles, CA 90054-0040



0300000477404179400L4KW720000002269648000022696480000226964800000004399



Persons who are deaf, hard of hearing,
or have limited speech may dial TTY 711.

PO Box 77404
Ewing, NJ 08628
Toll Free: 855-839-6253
STATEMENT ENCLOSED

3-836-BMO26-0000872-001-1-000-010-000-000



THEYA KANAGARATNAM
2316 LAKESHORE AVE APT 16
OAKLAND CA 94606-1055

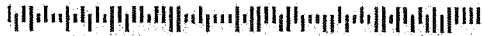
Home Equity Line of Credit Statement

Statement Date: 08/29/23
Account Number: 4774041794
Payment Due Date: 09/23/23
Amount Due: \$23,484.30

*IF PAYMENT IS RECEIVED AFTER 10/12/23, A \$47.27 LATE CHARGE WILL BE ASSESSED

Mail Payments To: Central Loan Administration &
Reporting
PO Box 54040
Los Angeles, CA 90054-0040

loanadministration.com



Property Address: 2316 LAKESHORE AV 16 16
OAKLAND, CA 94606

Account Information

Available Credit: \$0.00
Credit Limit: \$100,000.00
Statement Closing Date: 08/29/23
Principal Balance as of 08/29/23: \$59,193.78
Escrow Balance: \$0.00
Maturity Date: 10/2036

Explanation of Amount Due

If you are experiencing financial difficulty, you may call the US Department of Housing and Urban Development (HUD) at 800-568-4287 or go to www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm for a list of homeowner counselor or counseling organizations in your area.

Principal: \$320.76
Interest: \$467.06
Escrow: \$0.00
Optional Insurance: \$0.00
Total Fees Charged Since Last Statement: \$58.80
Current Payment Amount Due on 09/23/23: \$1,517.45
Past Due Amount: \$24,481.73
Total Amount Due: \$23,484.30

How We Arrived at Your Balance

Previous Balance	(+) Advances & Charges	(-) Payments & Credits	(+) FINANCE CHARGES	(+)(-) Credit/debit Adjustments	New Balance This is Not a Payoff Amount
\$69,309.11	\$0.00	\$0.00	\$467.06	\$0.00	\$69,776.17

Activity Since Your Last Statement (07/29/23 to 08/29/23) - To avoid additional finance charges, pay the new balance before 08/29/23

Segment Number	Tran Date	Effective Date	Description	Total	Principal	Finance Charges	Late Charges Other Fees	Escrow/ Other	Optional Insurance
001	08/15/23	08/15/23	FEE - PROPERTY INSPECT	\$20.00	\$0.00	\$0.00	\$20.00	\$0.00	\$0.00
001	07/31/23	07/31/23	FEE - ATTORNEY COST	\$38.80	\$0.00	\$0.00	\$38.80	\$0.00	\$0.00

Finance Charges

Interest Adjustment Details	Segment Number	Days	Balance	Periodic Rate	Annual Percentage Rate	Periodic Finance Charges*
	001	32	\$59,193.78	0.0246575%	9.00000%	\$467.06

Important Messages - See Reverse Side For Additional Important Information

*Partial/Unapplied Payments: Any partial/unapplied payments that you make are not applied to your mortgage, but instead are held in a separate account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.

Total Fees Assessed This Period:	\$58.80	Total Fees Assessed Year To Date:	\$30.00
Total Interest Assessed This Period:	\$467.06	Total Interest Assessed Year To Date:	\$3,363.91
Total Suspense Received This Period:	\$0.00		

THEYA KANAGARATNAM
OAKLAND CA 94606-1055

Please return this portion with your payment

☐ Check this box if personal
information has been completed on
reverse side

Payment Due Date: 09/23/23 L4
Current Payment: \$1,517.45
Past Due Payment: \$24,481.73
TOTAL AMOUNT NOW DUE: \$23,484.30
Late Charge Amt: \$47.27
After 10/12/23 Pay: \$23,531.57

Equity Line Payment Coupon

Loan Number: 4774041794

Make checks payable to:

Central Loan Administration & Reporting
PO Box 54040
Los Angeles, CA 90054-0040

THEYA KANAGARATNAM



0300000477404179400L4KW72000002348430000023484300000234843000000004727

EXHIBIT I



National Default Servicing Corporation

7720 N. 16th Street, Suite 300

Phoenix, Arizona 85020

Phone (602) 264-6101

Fax (602) 264-6209

June 21, 2023

Theya Kanagaratnam
2316 Lakeshore Av, 16
Oakland CA 94606

Re: Trustee's Sale Number: 22-01281-CE-CA
Loan Number: 4774041794
Property Address: 2316 Lakeshore Av, 16,
Oakland, CA 94606

NOTICE OF POSTPONEMENT OF TRUSTEE'S SALE

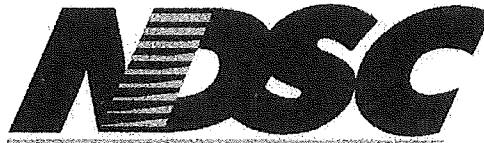
You are hereby notified that the above-referenced trustee's sale previously scheduled for **June 20, 2023 at 12:00 PM** has been postponed to **July 25, 2023 at 12:00 PM** at the location specified in the original Notice of Trustee's Sale.

NOTICE TO TENANT*: You may have a right to purchase this property after the trustee auction pursuant to Section 2924m of the California Civil Code. If you are an "eligible tenant buyer," you can purchase the property if you match the last and highest bid placed at the trustee auction. If you are an "eligible bidder," you may be able to purchase the property if you exceed the last and highest bid placed at the trustee auction. There are three steps to exercising this right of purchase. First, 48 hours after the date of the trustee sale, you can call 888-264-4010, or visit this internet website www.ndscorp.com, using the file number assigned to this case «NDSFILE» to find the date on which the trustee's sale was held, the amount of the last and highest bid, and the address of the trustee. Second, you must send a written notice of intent to place a bid so that the trustee receives it no more than 15 days after the trustee's sale. Third, you must submit a bid so that the trustee receives it no more than 45 days after the trustee's sale. If you think you may qualify as an "eligible tenant buyer" or "eligible bidder," you should consider contacting an attorney or appropriate real estate professional immediately for advice regarding this potential right to purchase.

***Pursuant to Section 2924m of the California Civil Code, the potential rights described herein shall apply only to public auctions taking place on or after January 1, 2021, through December 31, 2025, unless later extended.**

National Default Servicing Corporation
As authorized agent for the Beneficiary
For the limited purpose of sending this Notice





National Default Servicing Corporation

7720 N. 16th Street, Suite 300

Phoenix, Arizona 85020

Phone (602) 264-6101

Fax (602) 264-6209

July 26, 2023

Theya Kanagaratnam
2316 Lakeshore Ave 16 16
Oakland CA 94606-1055

Re: Trustee's Sale Number: 22-01281-CE-CA
Loan Number: 4774041794
Property Address: 2316 Lakeshore Av, 16,
Oakland, CA 94606

NOTICE OF POSTPONEMENT OF TRUSTEE'S SALE

You are hereby notified that the above-referenced trustee's sale previously scheduled for **July 25, 2023 at 12:00 PM** has been postponed to **October 31, 2023 at 12:00 PM** at the location specified in the original Notice of Trustee's Sale.

NOTICE TO TENANT*: You may have a right to purchase this property after the trustee auction pursuant to Section 2924m of the California Civil Code. If you are an "eligible tenant buyer," you can purchase the property if you match the last and highest bid placed at the trustee auction. If you are an "eligible bidder," you may be able to purchase the property if you exceed the last and highest bid placed at the trustee auction. There are three steps to exercising this right of purchase. First, 48 hours after the date of the trustee sale, you can call 888-264-4010, or visit this internet website www.ndscorp.com, using the file number assigned to this case «NDSFILE» to find the date on which the trustee's sale was held, the amount of the last and highest bid, and the address of the trustee. Second, you must send a written notice of intent to place a bid so that the trustee receives it no more than 15 days after the trustee's sale. Third, you must submit a bid so that the trustee receives it no more than 45 days after the trustee's sale. If you think you may qualify as an "eligible tenant buyer" or "eligible bidder," you should consider contacting an attorney or appropriate real estate professional immediately for advice regarding this potential right to purchase.

***Pursuant to Section 2924m of the California Civil Code, the potential rights described herein shall apply only to public auctions taking place on or after January 1, 2021, through December 31, 2025, unless later extended.**

National Default Servicing Corporation
As authorized agent for the Beneficiary
For the limited purpose of sending this Notice



EXHIBIT J

Recording requested by simplifile

2023038301

04/05/2023 09:51 AM

2 PGS

Prepared By and Return To:

Collateral Department
Meridian Asset Services, LLC
3201 34th Street South, Suite 310
St. Petersburg, FL 33711
(239) 351-2442

APN/PIN# 023-0415-036



OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK, CLERK-RECORDER
RECORDING FEES: \$102.00

ELECTRONICALLY RECORDED

Space above for Recorder's use



19557653

ASSIGNMENT OF DEED OF TRUST

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY, AS NOMINEE FOR QUICKEN LOANS INC., ITS SUCCESSORS AND ASSIGNS, whose address is P.O. BOX 2026, FLINT, MI 48501-2026, (ASSIGNOR), does hereby grant, assign and transfer to FEDERAL NATIONAL MORTGAGE ASSOCIATION, whose address is 5600 GRANITE PKWY, BUILDING VII, PLANO, TX 75024, (ASSIGNEE), its successors, transferees and assigns forever, all interest, all liens, and any rights due or to become due thereon under that certain deed of trust described below.

Date of Deed of Trust: 5/24/2013

Original Loan Amount: \$304,200.00

Executed by (Borrower(s)): THEYA KANAGARATNAM

Original Trustee: TSI TITLE COMPANY OF CALIFORNIA, INC.

Original Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY, AS NOMINEE FOR QUICKEN LOANS INC., ITS SUCCESSORS AND ASSIGNS

Filed of Record: In Book N/A, Page N/A

Document/Instrument No: 2013215140 in the Recording District of Alameda, CA, Recorded on 6/19/2013.

Property more commonly described as: 2316 LAKESHORE AVE APT 16, OAKLAND, CALIFORNIA 94606

IN WITNESS WHEREOF, the undersigned by its duly elected officers and pursuant to proper authority of its board of directors has duly executed, sealed, acknowledged and delivered this assignment.

Date: JAN 13 2023

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY, AS NOMINEE FOR QUICKEN LOANS INC., ITS SUCCESSORS AND ASSIGNS

By: Brandy Thompson
Title: ASSISTANT SECRETARY

Witness Name: Theresa Hession

MIN# 100039033123590196

MERS PH# 1-888-679-MERS

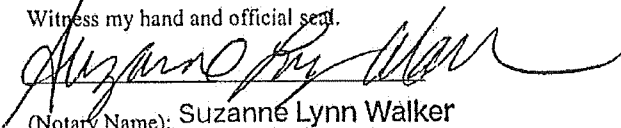
4482042

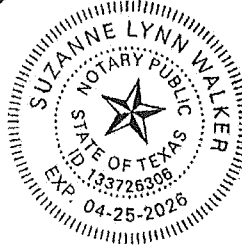
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

State of **TEXAS**
County of **DALLAS**

On JAN 13 2023, before me, Suzanne Lynn Walker, a Notary Public, personally appeared Brandy Thompson, ASSISTANT SECRETARY of/for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY, AS NOMINEE FOR QUICKEN LOANS INC., ITS SUCCESSORS AND ASSIGNS, personally known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of TEXAS that the foregoing paragraph is true and correct. I further certify Brandy Thompson, signed, sealed, attested and delivered this document as a voluntary act in my presence.

Witness my hand and official seal.


(Notary Name): Suzanne Lynn Walker
My commission expires: APR 25 2026



4482042

Recording requested by simplifile

2023038302

04/05/2023 09:51 AM

2 PGS

OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK, CLERK-RECORDER
RECORDING FEES: \$102.00



Prepared By and Return To:

Collateral Department
Meridian Asset Services, LLC
3201 34th Street South, Suite 310
St. Petersburg, FL 33711
(239) 351-2442

APN/PIN# 023-0415-036

ELECTRONICALLY RECORDED

Space above for Recorder's use



19478798

ASSIGNMENT OF DEED OF TRUST

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **FEDERAL NATIONAL MORTGAGE ASSOCIATION**, whose address is **5600 GRANITE PKWY, BUILDING VII, PLANO, TX 75024**, (ASSIGNOR), does hereby grant, assign and transfer to **U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR RCF 2 ACQUISITION TRUST**, whose address is **C/O SELENE FINANCE LP, 3501 OLYMPUS BLVD., SUITE 500, DALLAS, TX 75019**, (ASSIGNEE), its successors, transferees and assigns forever, all beneficial interest under that certain deed of trust, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon.

Date of Deed of Trust: 5/24/2013

Original Loan Amount: \$304,200.00

Executed by (Borrower(s)): **THEYA KANAGARATNAM**

Original Trustee: **TSI TITLE COMPANY OF CALIFORNIA, INC.**

Original Beneficiary: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY, AS NOMINEE FOR QUICKEN LOANS INC., ITS SUCCESSORS AND ASSIGNS**

Filed of Record: In Book N/A, Page N/A

Document/Instrument No: 2013215140 in the Recording District of Alameda, CA, Recorded on 6/19/2013.

Property more commonly described as: **2316 LAKESHORE AVE APT 16, OAKLAND, CALIFORNIA 94606**

IN WITNESS WHEREOF, the undersigned by its duly elected officers and pursuant to proper authority of its board of directors has duly executed, sealed, acknowledged and delivered this assignment.

Date: 3/15/2023

FEDERAL NATIONAL MORTGAGE ASSOCIATION, BY MERIDIAN ASSET SERVICES, LLC, ITS ATTORNEY-IN-FACT

By: 
By: **RICHARD NEEFF, JR.**
Title: **VICE PRESIDENT**


Witness Name: **SHULA FERGUSON**

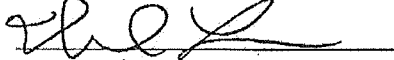
4482042

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

State of **FLORIDA**
County of **PINELLAS**

On 3/15/2023, before me, **ISABEL LOPEZ**, a Notary Public, personally appeared **RICHARD NEEFE, JR., VICE PRESIDENT** of/for **MERIDIAN ASSET SERVICES, LLC, AS ATTORNEY-IN-FACT FOR FEDERAL NATIONAL MORTGAGE ASSOCIATION**, personally known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of **FLORIDA** that the foregoing paragraph is true and correct. I further certify the foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization and that **RICHARD NEEFE, JR.**, signed, sealed, attested and delivered this document as a voluntary act in my presence.

Witness my hand and official seal.



(Notary Name): **ISABEL LOPEZ**
My commission expires: **2/13/2027**



ISABEL LOPEZ
Notary Public
State of Florida
Comm# HH361490
Expires 2/13/2027

4482042

EXHIBIT K

2023070944

06/22/2023 11:12 AM

1 PGS

OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK, CLERK-RECORDER
RECORDING FEES: \$99.00

RECORDING REQUESTED BY:



ServiceLink

WHEN RECORDED MAIL TO:

ELECTRONICALLY RECORDED

Trustee Corps
17100 Gillette Ave
Irvine, CA 92614

TS No: CA08000646-23-1

APN: 023-0415-036-00

TO No: 230240783-CA-VOL

SUBSTITUTION OF TRUSTEE

WHEREAS, THEYA KANAGARATNAM, A SINGLE WOMAN was the original Trustor(s), TSI TITLE COMPANY OF CALIFORNIA, INC. was the original Trustee and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, as nominee for QUICKEN LOANS INC. was the original Beneficiary under that certain Deed of Trust dated May 24, 2013 and recorded on June 19, 2013, as Instrument No. 2013215140, of official records in the Office of the Recorder of Alameda County, California;

WHEREAS, the undersigned current Beneficiary, desires to substitute a new Trustee under said Deed of Trust in place of and instead of said original Trustee, or Successor Trustee, thereunder in the manner in said Deed of Trust provided;

NOW THEREFORE, U.S. Bank Trust National Association, not in its individual capacity, but solely as Owner Trustee for RCF 2 Acquisition Trust hereby substitutes MTC Financial Inc. dba Trustee Corps, whose address is 17100 Gillette Ave, Irvine, CA 92614, as Trustee under said Deed of Trust.

Dated: JUN 15 2023

U.S. Bank Trust National Association, not in its individual capacity,
but solely as Owner Trustee for RCF 2 Acquisition Trust
by Selene Finance, LP as Attorney in Fact

By: Korey McGovern
Title: Document Execution Specialist

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15th day of JUNE, 2023, by Korey McGovern as Document Execution Specialist for U.S. Bank Trust National Association, not in its individual capacity, but solely as Owner Trustee for RCF 2 Acquisition Trust by Selene Finance, LP as Attorney in Fact.

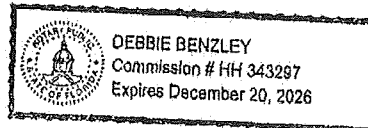
Signature Debbie BenzleyPrint Name Debbie Benzley☒ Personally Known☐ Produced IdentificationType of Identification Produced NA

EXHIBIT L

June 2, 2023

Trustee Corps
17100 Gillette Ave, Irvine 92614

Notice:

Re: Loan # 2005026956

To Whom It May Concern at Trustee Corps:

You have sent me an unsigned piece of paper stating Selene Finance has referred my loan to you for foreclosure.

There are few issues with this:

Neither Selene Finance nor U.S. Bank who claims to be the owner of this alleged debt have any standing to make such claims in the first place.

Nevertheless, I have already tendered a negotiable instrument in the form of Bill of Exchange, a copy of which is enclosed here, for the amount of \$294,000.00 as well as the notice I sent to Selene regarding this discharge.

And as per

UCC § 3-603(b) TENDER OF PAYMENT.

(b) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates.

Please take note even if it's refused, there is still discharge and the debt is set-off.

Whether Selene accepts it or not the alleged debt has been paid-off.

Furthermore, if Selene Finance LP didn't want to accept this instrument of payment, they should have returned this instrument back to me which they never did.

Obviously, Selene is unwilling to accept the discharge and set-off

I shall also point out, to date Selene Finance LP has failed to produce:

A wet Ink signed bilateral credit agreement contract which is the only establishment of my debt with it (Not the loan modification) but the original agreement.

Pursuant of U.C.C. - ARTICLE 3 -§3-501 (b) 2 (1), I am entitled to demand presentation of the negotiable instrument. This is required to establish SELENE FINANCE LP/ US Bank's right of enforcement as "Holder in Due Course" via a chain of endorsement/assignment as evidenced by the Note or Allonge. Claiming to be the "the holder in due course" as a statement is insufficient proof of status. A photocopy of the documents is insufficient proof as it does not answer the question of who CURRENTLY is the rightful and lawful holder in Due Course.

Throughout the long history of this loan, the Chain Title has been broken and Bifurcation has occurred. This loan was put in Inactive status in MERS long ago, and there were no assignments recorded in the Alameda county recorder's office for a very long time even though I continued to pay the various Servicers who came and went with U.S dollar for a very long-time.

SELENE FINANCE LP must show perfection of the Chain of Title for the Promissory Note. There must be a Chain of Endorsement following UCC 9-206. Blank Assignment is not acceptable. In order to collect and enforce the note under UCC 9-301, SELENE FINANCE LP or US Bank must show it has the position of the "holder in due course."

SELENE FINANCE LP must show a perfection of the Chain of Title for the Deed of Trust. If an assignment of the Promissory Note is not registered on the county records, then perfection is not achieved and bifurcation has occurred and there is a defect in the Chain of Title and that the Deed of Trust is unenforceable.

Neither SELENE FINANCE LP nor US Bank have not done that; therefore, They will be committing theft if they moved forward with this. Just because they have copies of the loan docs from Quicken from decades ago , does not mean they are the "holder in due course"

After me pushing these issues with both Selene and U.S Bank through debt verification letters and qualified written response requests, I see Selene and U.Bank, who claims to be the owner of the loan, trying to play catch up or reverse engineer by recording it in April, 2023 at Alameda County Recorder's Office in California what some 6-months after the so-called loan modification agreement was signed. They are trying to reverse Engineer this to make believe they are ~~the~~ proper ~~the~~ "holder in due course" or whatever you want to call it.

None of this can be reverse engineered now; once an instrument is defective, it is forever defective. I will be getting securitization audit done and investigating the chain of title in the near future. In another words, they are trying to use some defective, unenforceable Deed of Trust to get you involved in this.

Again, In spite of it all, I have tendered a negotiable instrument in the form of Bill of Exchange for the amount of \$294,000.00 on February 6, 2023.

Let me also provide you with some background regarding Bill of Exchange in case you are not familiar with it and advise you to consult with a qualified expert on this as there have been many court cases regarding this:

According to the Honorable State Circuit Judge William C. Johnson, Jr. in **Bank One, N.A. as Trustee v. Robert E Ward** (Florida 2002) and many more court cases nationwide... Upon full payment twice by Defendant, Sara Sue Fugate, the court dismissed the case on the merits. Judge Johnson, regarding the Bill of Exchange (quoted in the Defendant's favor with dismissal with prejudice the following quote directly from the court case transcripts.

"#13. When asked, "What is a Bill of Exchange or Security Note Draft as My client does not know what it is." by the Bank One, N.A. Representative Attorney, the court proceeded to clarify by stating that a Bill of Exchange, promissory note, and registered Security Note Draft must be acceptable as debt payoff by the Plaintiff, Bank One, as "they are in the Banking Business", then the court added; "They're

in the Business (BANKING BUSINESS). It is a Bank Instrument and payment." Court also said:

... "state registered new credit agreement contracts, state registered bank NOTE drafts, state registered Bills of Exchange, registered promissory Notes must be accepted by banks because Banks and lenders are in the "Banking Business" and these are "Bank Business Instruments."

Listed below are a few more laws, court cases, and authorities that quote these bank business instruments as debt payment that must be accepted as debt payment by Federal Private Reserve banks, lenders, investor trusts, and debt collector servicers:

- 1) Public Law 73-10,
- 2) UCC 3-104(c),
- 3) Banking Business Law Title 12 USC 24 seventh,
- 4) Highland Capital Mgmt. LP v. Schneider, 607 F.3d 322, 327 (2d Cir. 2010),
- 5) Spencer v Sterling Bank, 63 Cal Ap. 4th 1055 (1998),
- 6) Guaranty Trust Co. of New York v Henwood et al, 59 S.Ct. 847, 7) PHYLLIS HORACE VS. LASALLE BANK NATIONAL ASSOCIATION, ET AL (2011),
- 8) MINNESOTA LAW REVIEW, Journal of the State Bar Association, VOLUME XIV, MARCH, 1930, No. 4, THE PROMISSORY NOTE AS A SUBSTITUTE FOR MONEY By J. S. WATERMAN*,
- 9) Wells Fargo v Carigliano (2010), and
- 10) Witkin Negotiable Instruments, Vol 3 (2001 Supplement) on the undersigned's UCC Contract Trust Account. **These are not Treasury/Bond Account bank business instruments."**

Constitutionally and in the laws of equity, the United States **could not borrow or pledge the property and wealth of its private citizens, put at risk as collateral for its currency and credit without legally providing them equitable remedy for recovery of what is due them. Remedy under Reservation of Rights can be found at UCC 1-103.6 and UCC 1 -308 (Old 207.4)**

The United States government, of course, did **not** violate the law or the Constitution in this way, in order to collateralize its financial reorganization, but did, **in fact**, provide such a legal remedy so that it has been able to continue on since 1933 to hypothecate the **private** wealth and assets of those classes of persons by whom it is owned, **at risk backing the government's obligations and currency, by their implied consent**, through the government having provided such remedy,

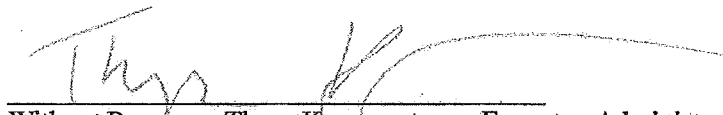
as defined and codified above, for recovery of what is due them on their assets and wealth at risk.

Public law 73-10, Chapter 48 (112) (113) under HJR 192 is that remedy and in part states that the Federal Government will discharge all of our debts, public and private, dollar for dollar. if submitted in GOOD FAITH, WITH CLEAN HANDS, it is acceptable as tendered payment. Note for note, dollar for dollar This has been one of the best kept secrets in this Bankrupt Nation

As I have stated above, these entities like Selene Finance LP and U.S Bank have no standing whatsoever in the first place. Chain of title was broken long ago and bifurcation has occurred. Even then, I have tendered Bill of Exchange in the amount \$294,000.00 with instructions to discharge, set-off and zero out their ledgers and settle this.

So in summary, I suggest to you before you take this on, you properly investigate this matter. Otherwise, you will be named as an accomplice in attempting to steal my home.

So please do not waste my time by sending anymore of these useless letters and notices regarding the unenforceable Deed of Trust ; any further effort by you attempting to contact me by U.S. mail or otherwise will be prosecuted in the appropriate manner.



Without Recourse, Theya Kanagaratnam, Executor, Administrator, Beneficiary, and Principal of the THEYA KANAGARATNAM ESTATE/TRUST, GOVERNMENT created LEGAL FICTION COMMERCIAL ENTITY. All offers are accepted for honor pursuant to 40 Stat 411, Section 7(e); 50 USC 4305(b)(2).